Feb 9 - Rec'd Chas with Rec
Mar. 23-26 argued by Mr. Lawrence
Dec 3rd & 4th argued by Mr. Conway & Denis-
dict W. Ch. Jr Chase

# SUPREME COURT OF THE UNITED STATES.

No. ~~326~~ 212.

THE STEAMSHIP VICTOR AND CARGO, JOHN J. PEARCE, MASTER AND CLAIMANT, ET AL., APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF FLORIDA.

GOVERNMENT PRINTING OFFICE.

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1 The United States of America, district court of the United States, southern district of Florida, in admiralty.

THE UNITED STATES
*vs.*
THE BRITISH STEAMER VICTOR AND CARGO; JOHN J. Pearce, claimant of the vessel; Hellberg & Co. and E. Heymann & Co., claimants of cargo. } Prize, No. 184.

Be it remembered, that on the eighteenth day of June, in the year of our Lord one thousand eight hundred and sixty-three, Thomas J. Boynton, esq., attorney of the United States for the southern district of Florida, filed in the office of the clerk of said court his libel of information against the steamship or vessel called the Victor, her tackle, apparel, and furniture, and her cargo, in a cause of prize, in the words and figures following, to wit:

District court of the United States, southern district of Florida, in admiralty.

THE UNITED STATES
*vs.*
THE STEAMSHIP VICTOR AND CARGO.

To the Honorable William Marvin, judge of said court:

The libel of Thomas J. Boynton, attorney of the United States for the southern district of Florida, who libels for the United States and for all parties in interest, against the steamship or vessel called the Victor, her tackle, apparel, furniture, and cargo, in a cause of prize, alleges:

That, pursuant to instructions for that purpose from the President of the United States, —— Stevens, of the United States navy, in and with
2 the United States commissioned ship-of-war the Juniata, her officers and crew, did, on the twenty-eighth day of May, in the year of our Lord one thousand eight hundred and sixty-three, subdue, seize, and capture on the high seas, as prize of war, the said steamship or vessel called the Victor, of about the burden of one hundred tons, with a valuable cargo on board of the same, and that said vessel and cargo have been brought into the port and harbor of Key West, in the State of Florida, where the same now are, within the jurisdiction of this honorable court, and that same are lawful prize of war, and subject to condemnation and forfeiture as such.

Wherefore, the said attorney prays that the usual process of attachment in prize causes may issue against said vessel, her tackle, apparel, furniture, and cargo; that monition may issue citing all parties having or claiming any interest or property in said vessel or cargo to appear and claim the same; that the nature, amount, and value may be determined; that due and proper proofs may be taken and heard; and that on all due proceedings being had, the said vessel the Victor, together with her tackle, apparel, furniture, and cargo, may, on the final hearing of this cause, by the definitive sentence of this court, be condemned, forfeited, and sold, and the proceeds distributed according to law.

(Signed) THOMAS J. BOYNTON,
*U. S. Att'y, S. D. of Florida.*

3 Whereupon the following order was made and entered in this cause, to wit:

AT CHAMBERS, *June 18th*, 1863.

Let monition and attachment issue, returnable June 25th, 1863.

(Signed) WM. MARVIN, *Judge.*

Whereupon attachment was issued to the marshal of said district, commanding him forthwith to attach, seize, and take into his custody the said steamship or vessel called the Victor, her tackle, apparel, furniture, and the goods, wares, and merchandise comprising the cargo of said vessel, in the port of Key West, or wheresoever the same may be found within his precincts, and the same to keep until the further order of this court.

Which attachment was afterwards by him returned duly executed, and, with the return thereon endorsed, is on file in the clerk's office.

Also monition was issued to the said marshal, commanding him forthwith to cite and admonish all persons whomsoever, having or pretending to have any right, title, claim, or interest in or to the said vessel the Victor, her tackle, apparel, furniture, or cargo, to appear at an admiralty session of said court, to be held at the court-rooms of said court at Key West, in said district, on Thursday, the twenty-fifth day of June, A. D. 1863, at ten o'clock in the forenoon of that day, to show cause, if any they have, why condemnation and forfeiture should not be decreed according to the prayer of said libellant.

Which monition was afterwards by him returned duly executed, and, with the return thereon endorsed, is on file in the clerk's office.

5 *Deposition taken in preparatorio.*

District court of the United States for the southern district of Florida.

THE UNITED STATES
*vs.*
THE STEAMER VICTOR AND CARGO. } Prize.

Deposition of Fernando Verlenzuela, cabin boy, before R. W. Welch, prize commissioner, at Key West, the ninth of June, 1863.

1st interrogate. To the first interrogatory deponent answers that his name is Fernando Verlenzuela, born in Valparaiso, and has lived in New Bedford about one year. Is now in the service of the United States, and is a subject of the republic of Chili. Has never been naturalized a citizen of the U. S., but intends to be naturalized and become a citizen of the U. States. Is not a married man.

2d interrogate. To the second interrogatory, deponent answers that he was present at the capture or taking of the Victor.

3d interrogate. To the third interrogatory deponent answers that the seizure or capture was made on the twenty-eighth day of May, 1863, about seven miles from the harbor of Havana, and carried to Key West. The vessel had no commission.

4th interrogate. To the fourth interrogatory deponent answers that the captured vessel sailed under the English colors. He saw no other colors on board.

5 5th interrogate. To the fifth interrogatory deponent answers that no resistance was made at the time of the capture, and no guns were fired. The capture was made by the U. S. steamer Juniata. No other ships in sight at the time of the capture. The captured vessel was a merchant steamer called the Victor. The capturing vessel was a ship-of-war, the United States steamer Juniata, of the force of ten guns.

6th interrogate. To the sixth interrogatory deponent answers that he don't know what port the Victor would have entered if she had not been captured and seized, but he heard one man say to another that he thought the vessel was bound to the port of Mobile. When deponent was shipped by the shipping master in Havana, he was told by that person that he was going to ship him on board a blockade runner, and would give him twenty

dollars per month as cabin boy, and that sum was paid him in advance in gold by a man whose name is Philippe; and the captain of the said steamer was present, and saw the money paid to deponent. He don't remember the day he went on board, but thinks it was four or five days before she sailed from Havana. He heard the two men talking about the vessel running the blockade into Mobile while the vessel was lying in the port of Havana, and he really believed she was going to Mobile, or some port where she would run the blockade. He purchased cloths with the twenty
7 dollars that was advanced him to go on this voyage. Deponent further says that the Victor was ready for sea the day that the Juniata arrived in Havana, and he heard the captain say to the engineer that he would not go to sea that day, as he was afraid the Juniata would follow him out, and take or capture him. He thinks the Juniata stopped in Havana four or five days, when the Victor got under way and went to sea, and the Juniata followed her; and when six or seven miles from the Moro Castle, the Juniata ordered her to heave to, and sent a boat on board, and asked for the ship's papers, which were given him; and further deponent knows not, except the mate and crew of the Victor have, upon several occasions since they have been on board the Juniata, threatened him with personal violence because he had said to Commander Stevens he thought she was going to Mobile. And deponent says if the Victor shall be restored, and allowed to proceed on her voyage, he would be afraid to go in her, fearing they would throw him overboard, as they have often told him they would do.

7th interrogate. To the seventh interrogatory deponent answers that the name of the steamer taken is the Victor; but he don't know the master's name, or who appointed him to the command of the said vessel, or when, but thinks it was in Havana. He did not see the vessel till the day before she was ready to sail. He don't know the place of abode of the mas-
8 ter, or his last place of residence, or where he was born, but thinks he is an American citizen.

8th interrogate. To the eighth interrogatory deponent answers that he don't know the tonnage or burthen of the vessel about which he is being examined. The number of the vessel's company that belonged to her at the time she was seized and taken was eleven persons all told, and all were actually on board her; don't know what countrymen they are. They were all on board when he joined her in Havana. When deponent was shipped the master was present, and saw him make his mark to the shipping agreement. He was not told the terms of the shipping agreement at that time, but after he had signed the agreement he was told by the shipping master that the vessel was a blockade runner, and he afterwards heard one of the firemen say to another fellow that she was going to Mobile. The shipping master told deponent it was a good chance to make money by running the blockade.

9th interrogate. To the 9th interrogatory deponent answers that he was one of the company of the vessel so captured at the time of her seizure, and in the capacity of cabin boy, and he had no part, share, or interest in the said vessel when captured, or the said goods seized.

10th interrogate. To the tenth interrogatory deponent answers that he has known the Victor about fourteen days; first saw her in Havana. Eleven men, all told, were on board her before she was captured. He don't
9 know where she was built. Her name is the Victor, but don't know how long she has been so called.

11th interrogate. To the eleventh interrogatory deponent answers that the vessel draws, with a full cargo and coal, about eight feet, and she drew that water when she was captured. He thinks she is full of cargo.

12th interrogate. To the twelfth interrogatory deponent answers that he

don't know anything concerning any passport or sea-brief, or anything of her last voyage before she was taken, or to what port or place she sailed, or where her last voyage began or where it was to have ended, or the kinds of cargoes she carried, or where they were delivered, but she sailed from the last clearing port previous to the capture on the twenty-eighth day of May, 1863.

13th interrogate. To the thirteenth interrogatory deponent answers that he don't know what lading the vessel carried at the time of her first setting sail from Havana, or the particular sort or kind of goods she had on board at the time she was taken, nor does he know what month the same was put on board, but he thinks it was in the year 1863. He has heard the crew say she had tea, and he has seen barrels of provisions and a large case of dry-goods, but don't know the kind.

14th interrogate. To the fourteenth interrogatory deponent answers that he don't know who were the owners of the vessel at the time she was seized, or of what nation such owners are by birth, or where they reside, nor does he know anything concerning this interrogatory.

15th interrogate. To the fifteenth interrogatory deponent answers that he knows nothing concerning any bill of sale.

16th interrogate. To the sixteenth interrogatory deponent answers that he don't know in what port or place or in what month the cargo was put on board the vessel, but he thinks it was Havana, in the year 1863. He knows nothing concerning the names of the laders, owners, or consignees, or any other thing about their residence, or to whom the goods belong, or the quality, quantity, or particulars of the said goods.

17th interrogate. To the seventeenth interrogatory deponent answers that he knows nothing whatever concerning any bills of lading being signed for the goods seized on board the said vessel.

18th interrogate. To the eighteenth interrogatory deponent answers that he has not in his possession, nor does he know anything whatever concerning any bills of lading, invoices, letters, or other writings that were on board of the said vessel at the time of her capture.

19th interrogate. To the nineteenth interrogatory deponent answers that he cannot state the degrees of latitude or longitude in which the said vessel and her cargo were captured, but she was about seven miles from Moro Castle; but he knows nothing about any charter-party for the voyage, or any other thing concerning this interrogatory.

20th interrogate. To the twentieth interrogatory deponent answers that he knows nothing whatever about any papers, bills of lading, or other writings which were on board the vessel at the time she took her departure from Havana, nor did he see any papers burnt, torn, thrown overboard, or destroyed in any manner.

21st interrogate. To the twenty-first interrogatory deponent answers that he knows the southern ports are blockaded by the naval forces of the United States, and he thinks the master of the steamer knew it; and he heard the mate and engineer speak of Mobile being blockaded, and he heard the captain and engineer speak of it also. He also heard the captain say to the engineer that he was afraid if they went to sea that day, the gunboat would take her.

22d interrogate. To the twenty-second interrogatory deponent answers that he don't know, but he thinks the port from which the vessel sailed was not under an order of blockade by the government of the United States, but he thinks the port to which the vessel was bound was under an order of blockade, and that port he believes was Mobile; and he has no doubt whatever she would have entered that port if she had not been captured. He did not hear the master or mate say anything of the vessel's breaking any blockade, but he distinctly heard two of the crew say she was going to run the

blockade; and the shipping master who shipped him, in the presence
12 of the master, told him he was shipped on board a blockade runner, and he fully believed the vessel was intended to run the blockade.

23d interrogate. To the twenty-third interrogatory deponent answers that he don't think the register of the vessel was shown to any officer of the U. S. navy before she was captured, as she was just out from Havana, nor does he think any of the ship's papers were indorsed by any officer.

24th interrogate. To the twenty-fourth interrogatory deponent answers he don't know that the vessel inquired about has ever before attempted to sail on a voyage with the intention of violating the blockade, but from the information he received from the shipping master, in the presence of the master of the vessel at the time he signed the shipping agreement, and from two of the vessel's company, he fully believes it was the intention of the master of said vessel to attempt to enter one of the blockaded ports.

25th interrogate. To the twenty-fifth interrogatory deponent answers that he don't know if the vessel has at any time before been seized as a prize, but he was told by two of her former crew, before she was sold, that she had been seized by the naval forces of France, and then she was called the Hero.

26th interrogate. To the twenty-sixth interrogatory deponent answers that he has sustained no loss by the seizing and taking of the said vessel, as he was paid twenty dollars in gold in advance, which is the only indemnity or satisfaction, or promise of satisfaction, for any loss or damage sustained by the capture. He thinks if the voyage had been successful, he would
13 have made plenty of money.

27th interrogate. To the twenty-seventh interrogatory deponent answers that he don't know anything concerning the said vessel or goods, or any part thereof, being insured.

28th interrogate. To the twenty-eighth interrogatory deponent answers that he knows nothing whatever concerning this interrogatory.

29th interrogate. To the twenty-ninth interrogatory deponent answers that he does not know anything of the growth, or produce, or manufacture on board the vessel.

30th interrogate. To the thirtieth interrogatory deponent answers that he knows nothing whatever concerning the said cargo, or whether it was taken from the shore or quay, or transhipped from one vessel to another.

31st interrogate. To the thirty-first interrogatory deponent answers that he does not know anything concerning this interrogatory.

32d interrogate. To the thirty-second interrogatory deponent answers that he does not know anything whatever about any papers delivered out of said vessel.

33d interrogate. To the thirty-third interrogatory deponent answers that bulk was not broken, but a few cases were opened by the boarding
14 officer to ascertain the qualities of their contents.

34th interrogate. To the thirty-fourth interrogatory deponent answers that no passengers were on board the vessel.

35th interrogate. To the thirty-fifth interrogatory deponent answers that he knows nothing concerning this interrogatory in any way whatever.

36th interrogate. To the thirty-sixth interrogatory deponent answers that the capturing vessel was first seen by those on board the captured vessel at or about four o'clock in the afternoon on the twenty-eighth day of May, 1863. The captured vessel at that time was coming out of the harbor of Havana, and steering about NW., and so continued to steer until she came up with the capturing vessel, when she was ordered to heave to, and a boat was sent on board; and after examining the papers she was declared a prize, and a prize crew put on board, and came to Key West, where she arrived on the twenty-ninth day of May, 1863. And further deponent knows not.

37th interrogate. To the thirty-seventh interrogatory deponent answers that he knows nothing whatever concerning this interrogatory.

38th interrogate. To the thirty-eighth interrogatory deponent answers that there were no guns mounted on board the aforesaid vessel, and he saw no other guns, weapons, warlike arms, or armament of any name or description.

39th interrogate. To the thirty-ninth interrogatory deponent an-
15 swers that he knows nothing regarding the property, but he thinks, beyond a doubt, the destination of the vessel and cargo concerning which he is now examined was destined for the port of Mobile, and nowhere else.

40th interrogate. To the fortieth interrogatory deponent answers that he knows nothing concerning this interrogatory.

41st interrogate. To the forty-first interrogatory deponent answers that he knows nothing about any former voyage, but he thinks, if she had not been captured, she would have attempted to enter the port of Mobile on this present voyage.

42d interrogate. To the forty-second interrogatory deponent answers that he don't know anything concerning this interrogatory.

43d interrogate. To the forty-third interrogatory deponent answers that he don't know.

(Signed) VERLENZUELA. ✕

Sworn and subscribed before me this ninth day of June, A. D. 1863.

(Signed) R. W. WELSH, *Prize Commissioner.*

I, George E. Welch, do hereby certify that the signature of Verlenzuela was acknowledged, and his mark made in my presence, this ninth day of June, A. D. 1863.

(S'd) GEO. E. WELCH, *A. V. Lt. U. S. N.*

16 *Deposition of John M. Tookey, 2d engineer, before R. W. Welch, prize commissioner, at Key West, 10th June, 1863.*

1st interrogate. To the first interrogatory deponent answers that his name is John M. Tookey, born in Lancashire, Eng. Has lived the last seven years in the United States; now lives in Havana, and has lived in that place about six months. Is a subject of Great Britain, and owes allegiance to the queen of England. First came to the United States, in May, 1852. Never was naturalized a citizen of the United States. Is not a married man.

2d interrogate. To the second interrogatory deponent answers that he was present at the capture or taking of the Victor.

3d interrogate. To the third interrogatory deponent answers that the capture was made on Thursday, the twenty-eighth day of May, 1863—does not know what distance from the Moro Castle—by the U. S. armed steamer Juniata and carried to Key West. She had no commission.

4th interrogate. To the fourth interrogatory deponent answers that the captured vessel sailed under the English colors; she also had a Spanish flag on board, deponent knows, but saw no other flag. Don't know why the Spanish colors were on board.

5th interrogate. To the fifth interrogatory deponent answers that no resistance was made at the time of capture. No guns were fired. The capture was made by the United States ship-of-war the Juniata. No other ships in sight at the time of the capture. The Victor was a merchant steamer, origi-
17 nally a tow-boat, and sailed under no commission. The capturing vessel was the United States ship-of-war the Juniata, of the force of ten guns.

6th interrogate. To the sixth interrogatory deponent answers that the vessel, according to his belief, would first have entered the port of Matamoras, if she had not been captured and seized, as he was told so by the captain and chief engineer. Don't know what second or third ports she would have gone to.

7th interrogate. To the seventh interrogatory deponent answers that the name of the vessel taken is the Victor, and the master's name is Pearce. Don't know who appointed him to the command of the said vessel, or where. Has known the said vessel about one month, and her master he first saw in January, 1863, in Havana; but he does not when or where he took possession of the vessel, or who, by name, delivered the same to him. The fixed place of abode of the master is Havana, but he does not know if he has a wife and family; but his last place of residence was Havana, and has lived there since January, 1863. Thinks he is an Englishman and a subject of Great Britain.

8th interrogate. To the eighth interrogatory deponent answers that he don't know the tonnage or burthen of the vessel which has been taken. The number of the vessel's company belonging to her at the time she was seized and taken was eleven persons, all told, and all of them were then on board her. The crew were Irish, Italian, English, and one Chilian; they
18 all came on board in Havana, at different times, between the 15th and 28th day of May, 1863. The company were all shipped in Havana by the shipping master—but he don't know his name—a few days before the vessel sailed. The shipping office or place where they were shipped was on the corner of a short street, near the American consul's office, and in the rear of Columbus Monument. The terms of the shipping agreement, he thinks, was on a voyage from Havana to Matamoras; but as he did not read the shipping agreement, he don't know. His wages was one hundred and fifty dollars per month, and he received one month's pay in advance; but he don't know what the wages of the chief engineer was, or any of the crew, but he heard the firemen were to have fifty dollars. He was not to receive a larger compensation than that mentioned in the shipping agreement.

9th interrogate. To the 9th interrogatory deponent answers that he belonged to the company of the vessel so captured at the time of her seizure, and in the capacity of 2d engineer, and he had not at the time of her capture any share or interest in the vessel, or in any of the goods ladened on board of her, or had any of the company of said vessel, to his knowledge, except one barrel of brandy belonging to the chief engineer, but he don't know the value thereof.

10th interrogate. To the tenth interrogatory deponent answers that he has known the said vessel about one month, and first saw her in the port of Havana, in the month of May, 1863. She carried no guns, Eleven men were on board of her at the beginning, before she was captured.
19 The vessel is American build, and built in Philadelphia. Her name is the Victor, and has been so called about two months. She was formerly called the Hero, and has never heard of any other name she was called by.

11th interrogate. To eleventh interrogatory deponent answers that the captured vessel draws, with a full cargo and her coals, about eight feet of water, and she drew when captured the same. She has as much cargo on board as she can safely carry. She had thirty-four tons of coal on board when she sailed from Havana; but he don't know how much she would consume in twenty-four hours. He don't think she would use two tons of coal in a day, and she must have fifteen days' coal on board.

12th interrogate. To the 12th interrogatory deponent answers that he don't know what papers were on board the vessel. The vessel sailed

during her voyage, before she was taken, from the port of Minititlan to the port of Havana. The voyage began at Philadelphia, and she went to the Coatzacoalcos River, to be employed in the towing business, but don't know what kind of cargo she carried, or where they have been delivered. The said vessel sailed from Havana, her last clearing port, on the twenty-eighth day of May, 1863, previous to the capture.

13th interrogate. To the thirteenth interrogatory deponent answers that he don't know what lading the vessel carried at the time of her first setting sail on her last voyage, or what particular sort of lading and goods she had on board at the time she was taken. He don't know in what month
20 the same was put on board, but thinks it was in May, 1863, but he don't know the different species of the lading, although he belonged to the vessel when it was put on board.

14th interrogate. To the fourteenth interrogatory deponent answers that he don't know who were the owners of the vessel at the time she was seized, but he has heard the master say he was the owner of the vessel, after she was captured. If the master is the owner, he resides in Havana, but he don't know how long he has resided there, or where he resided before, or to whom he is subject. Deponent was not in Havana when he took possession, but he thinks she was purchased of the master who brought her to Havana.

15th interrogate. To the fifteenth interrogatory deponent answers that he knows nothing withever about a bill of sale being given to the owners.

16th interrogate. To the sixteenth interrogatory deponent answers that the lading found on board the said vessel at the time of her capture or seizure was put on board of her in the port of Havana, in the month of May, 1863. He don't know the names of the respective laders, or owners, or consignees thereof or what countrymen they are, or where they resided before, but he understood the said goods were to be delivered in Matamoras, but he don't know for whose real account, risk, or benefit, or if the said laders or consignees have any interest in the said goods, nor does he know the several qualities or quantities or particulars, or to whom the said goods would belong, if the same shall be restored and unladened at any port.

21 17th interrogate. To the seventeenth interrogatory deponent answers that he don't know anything concerning the bills of lading that were signed for the goods seized on board the said vessel, or any other thing relating thereto.

18th interrogate. To the eighteenth interrogatory deponent answers that he don't know if there were on board the said vessel at the time of her capture any bills of lading, invoices, letters, or other writings, to prove or show his own or the interest of any other person in the said vessel, or in the goods concerning which he is now examined.

19th interrogate. To the nineteenth interrogatory deponent answers that he don't know the degrees of latitude or longitude, nor does he know how far she was from the Moro Castle when said vessel and her cargo were captured, but it was on Thursday, the twenty-eighth day of May, 1863, on which such seizure was made. He don't know anything concerning any charter-party for the voyage upon which the vessel was captured, or any other agreement, verbal or otherwise.

20th interrogate. To the twentieth interrogatory deponent answers that he don't know anything whatever about any papers that were on board the vessel at the time she took her departure from her last clearing port before she was taken a prize. He saw none burnt, torn, thrown overboard, destroyed, or concealed in any manner whatever.

21st interrogate. To the twenty-first interrogatory deponent answers that he knew from reading the newspapers that the naval forces of
22 the United States held all the ports and places in the southern States

under blockade, and he has understood, everywhere he has been, that the said ports were under blockade, and that it was unlawful to attempt to enter them.

22d interrogate. To the twenty-second interrogatory deponent answers that the port from which the vessel sailed on this present voyage was not under an order of blockade by the government of the United States, nor does he believe the port of Matamoras was under an order of blockade by the government of the United States. He heard no person connected with the vessel or cargo, either as owner, agent, or master of the vessel, say anything of the vessel's breaking any blockade or visiting any intermediate port, and thence violate the blockade in any manner whatever.

23d interrogate. To the twenty-third interrogatory deponent answers that the register of the vessel about which he is now examined, he thinks, was not shown to any officer of the U. S. navy before she was captured, nor does he think any of the ship's papers were indorsed by any officer of the U. S.

24th interrogate. To the twenty-fourth interrogatory deponent answers that he don't know from information that the vessel inquired about ever did, after the blockade of the said ports, attempt to enter any of the said blockaded ports or to sail therefrom.

25th interrogate. To the twenty-fifth interrogatory deponent an-
23 swers that he don't know, but he has been informed, that the vessel concerning which he is now examined has been, on a former voyage, seized as prize by the naval forces of France on the coast of Mexico, but she was restored and came to Havana before she was captured on this present voyage.

26th interrogate. To the twenty-sixth interrogatory deponent answers that he has sustained no loss by the seizing and taking the vessel concerning which he is now examined, except his wages and the time he will be detained here, as he has already received his first month's pay. He has not received any indemnity, satisfaction, or promise of satisfaction, for any part of the damage which he has or may sustain by this capture and detention. No other compensation was promised him in any event, except one hundred and fifty dollars per month, and he expects and will demand of the owners of the vessel to be paid at that rate, together with all his other expenses, until he arrives back to Havana and gets other employment.

27th interrogate. To the twenty-seventh interrogatory deponent answers that he don't know anything concerning any insurance on the vessel or goods, or any part thereof, now on board the vessel.

28th interrogate. To the twenty-eighth interrogatory deponent answers, that he don't know anything concerning the cargo or to whom it would belong, or any part thereof, if unladened, or who was to take the chance of the market.

29th interrogate. To the twenty-ninth interrogatory deponent an-
24 swers that he don't know anything concerning the growth, produce, or manufacture of the goods on board the vessel, or from what country or place the lading was brought, except it was taken on board in Havana, but it was in boxes and barrels.

30th interrogate. To the thirtieth interrogatory deponent answers that a part of the said cargo was taken on board from the wharf and a part transhipped from lighters on board the said vessel in the port of Havana, in the month of May, 1863, and the portion deponent saw appeared to be barrels of pork, kerosene oil, but he don't know the contents of the boxes and cases.

31st interrogate. To the thirty-first interrogatory deponent answers that he knows nothing concerning this interrogatory whatever.

32d interrogate. To the thirty-second interrogatory deponent answers, that he don't know nor did he see any papers delivered out of the said vessel or carried away in any manner whatever, except he saw the prize master have a paper in his hand, but he don't know its contents.

33d interrogate. To the thirty-third interrogatory deponent answers, that bulk was not broken during the voyage on which she was taken, or since the capture of the said vessel, to his knowledge.

34th interrogate. To the thirty-fourth interrogatory deponent answers that there were no passengers on board the aforesaid vessel at the time she was captured.

25 35th interrogate. To the thirty-fifth interrogatory deponent answers that he knows nothing whatever concerning this interrogatory.

36th interrogate. To the thirty-sixth interrogatory deponent answers that the capturing vessel was first seen by those on board the captured vessel before she left the wharf in Havana, on Thursday afternoon, at three o'clock, on the twenty-eighth day of May, 1863, and the said vessel left the wharf and steamed out of the harbor and passed close to the capturing vessel and kept out to sea, but don't know what course she was steering. The capturing vessel, the Juniata, purchased her anchor and followed after and passed the Victor some little distance outside the Moro Castle. Both vessels kept on their course some distance, when the capturing vessel hailed the Victor and ordered her to heave to, and a boat was sent on board from the Juniata, and a prize crew put on board and ordered to Key West. Deponent says the Victor commenced taking in the cargo now on board her about the 21st day of May, and finished loading about the twenty-fifth day of May, and was all ready, and her machinery was in good order. She sailed on the twenty-eighth day of May, and deponent expected they would be overhauled by the Juniata, and so did the chief engineer, and they talked about it together.

37th interrogate. To the thirty-seventh interrogatory deponent answers that he knows nothing concerning the number of times the said ves-
26 sel has been sold or transferred; nor did he hear that she was sold in Havana; nor does he know at what time, or at what place, or for what sum or consideration; but he heard the master say the vessel belonged to himself.

38th interrogate. To the thirty-eighth interrogatory deponent answers that no guns were mounted on board the vessel, or any arms or ammunition belonging to her; nor were there any other guns, weapons, warlike arms, or armament of any name or description.

39th interrogate. To the thirty-ninth interrogatory deponent answers that he knows nothing whatever concerning this interrogatory.

40th interrogate. To the fortieth interrogatory deponent answers that he don't know what the vessel has done on former voyages, but he knows she did not, on the voyage on which she was captured sail under the convoy of any ship or ships.

41st interrogate. To the forty-first interrogatory deponent answers that he don't know.

42d interrogate. To the forty-second interrogatory deponent answers that he don't know.

43d interrogate. To the forty-third interrogatory deponent answers that he don't know.

(S'd) JOHN M. TOOKEY.

Sworn and subscribed before me this tenth day of June, A. D. 1863.

(S'd) R. W. WELCH, *Prize Commissioner.*

27 *Deposition of John James Pearce, master and owner, before R. W. Welch, prize commissioner, at Key West, 11th June, 1863.*

1st interrogate. To the first interrogatory deponent answers, that his name is John James Pearce; born in Cork, Ireland, and has lived seven years in Louisiana, and the last eighteen months in Havana, and now lives in Havana, and is a subject of Great Britain, and owes allegiance to her majesty the queen of England; first came to the United States in the year eighteen hundred and forty; never was naturalized a citizen of the United States of America, and his family now live in Havana.

2d interrogate. To the second interrogatory deponent answers that he was present at the time of the capture or taking of the vessel.

3d interrogate. To the third interrogatory deponent answers, that the seizure and capture was made on the twenty-eighth day of May, 1863, by the U. S. steamer Juniata, and carried to Key West. She had no commission to make prizes.

4th interrogate. To the fourth interrogatory deponent answers that the captured vessel sailed under the English colors, and had the American flag on board. It was on board when he purchased the vessel.

5th interrogate. To the fifth interrogatory deponent answers that no
28 resistance whatever was made at the time of the capture; no guns were fired. The capture was made on Thursday, the twenty-eighth day of May, 1863, by the United States armed steamer Juniata. No other ships in sight at the time of the capture. The steamer Victor, the captured vessel, was a merchantman. The capturing vessel was a ship-of-war, the Juniata, of the force of ten guns.

6th interrogate. To the sixth interrogatory deponent answers that the vessel would have first entered the port of Matamoras if she had not been captured and seized. He don't know what second port the vessel would have entered, but he thinks it would have been Vera Cruz, or New Orleans, for the purpose of getting passengers for Havana, if he had not sold her in New Orleans. He could carry thirty passengers comfortably.

7th interrogate. To the seventh interrogatory deponent answers that the name of the vessel taken is the Victor, and her master, John James Pearce. He is the sole owner of the vessel, and took command in virtue thereof in the port of Havana. He has known the said vessel about one month, and he purchased her, through the house of Hellberg & Co., of a Mr. Allen, of Minititlan, and Hellberg & Co., of Havana, delivered the same to him. The fixed place of abode of the master is Havana, with his children, and has lived there eighteen months. He was born in Cork, and is a subject of Great Britain.

8th interrogate. To the eighth interrogatory deponent answers that the tonnage or burthen of the vessel which has been taken is one hun-
29 dred tons. The number of the vessel's company, which belonged to her at the time she was seized and taken, was eleven persons all told, and all were then actually on board her. They are all English, American, French, and Italians. They all came on board at Havana, except the cook, who came to Havana in the vessel on or about the first day of May, 1863. Deponent shipped them in Havana about the first of May. The terms of the shipping agreement was, on a voyage from Havana to Matamoras and back to the port of Havana, and the wages of the first engineer was ($250) two hundred and fifty dollars; 2d engineer, one hundred and fifty; mate, sixty; firemen, fifty; deck hands, forty; boy, twenty; and the two cooks, forty dollars per month, each; and none of the ship's company were to receive a larger compensation, in any event, than that mentioned in the shipping agreement. The name of the shipping master is Garcia, who is the authorized shipping

master of the port of Havana, and the said agreement was absolute and unconditional, except in the case of the vessel being sold in a foreign port; they were then to receive one month's extra pay for the whole company, and their passages paid back to Havana.

9th interrogate. To the ninth interrogatory deponent answers that he did belong to the company of the vessel so captured at the time of her seizure, and in the capacity of sole owner and master or commander of the said vessel at the time of her capture. Deponent belonged to the said vessel and was the sole owner of the same, but had no interest whatever in
30 the goods or merchandise ladened on board her. The value of the vessel is fifteen thousand dollars. The rest of the vessel's company had no part, share, or interest in the vessel at the time she was captured or in the said goods seized, except the chief engineer had one barrel of brandy and the value thereof, about one hundred and twenty dollars.

10th interrogate. To the tenth interrogatory deponent answers that he has known the said vessel about one month; first saw her in Havana, in the month of April, 1863. Eleven men were on board of her before she was captured. She is American build, and was built in Philadelphia. Her name was the Hero, but she is now called the Victor, and has been so called about one month, and don't know of any other name she was called by.

11th interrogate. To the eleventh interrogatory deponent answers that the captured vessel draws, with a full cargo and her coals, eight feet six inches, and she drew when captured the same. The vessel has on board forty-five tons of coal, and she consumes four tons a day.

12th interrogate. To the twelfth interrogatory deponent answers that the vessel of which he is examined had on board a register (provisional) and clearance from the custom-house in Havana and the British consulate. She sailed during her last voyage, before she was taken, from Philadelphia to Minititlan. The last voyage began at Philadelphia, and ended at Minititlan. The kind of cargoes the vessel has carried on this present voyage to the time of her capture consisted of pork, oil, teas, liquors, boots and shoes,
31 dry-goods and cigars, and one case of quinine, which has not been delivered at any port, but was on board when captured, and the said vessel sailed from the last clearing port of Havana on the twenty-eighth day of May, 1863, previous to the capture.

13th interrogate. To the thirteenth interrogatory deponent answers that the lading the vessel carried at the time of her first setting sail from Havana was pork in barrels, oil in barrels, teas in chests, liquors in cases, boots and shoes in boxes, dry-goods in cases, and peas in barrels, and the same was put on board in the port of Havana in the month of May, 1863. The different species of the lading, and the quantities of each sort, were as follows: 40 barrels pork, 10 barrels oil; he don't remember the quantity of teas; 10 boxes of boots and shoes and dry-goods, and 18 barrels peas.

14th interrogate. To the fourteenth interrogatory deponent answers that he was the owner of the said vessel at the time she was seized. He had a bill of sale of the vessel, and it is recorded in the office of the British consul general in Cuba, at Havana. He is Irish by birth, and was brought up from a child in Liverpool. He now resides in Havana with his children, and has resided there eighteen months, and are subject to the queen of England. The present owner has been in possession about one month, and purchased her through the commercial house of Hellberg & Co., of Havana.

15th interrogate. To the fifteenth interrogatory deponent answers
32 that there was a bill of sale given to deponent for the said vessel, through the agent of Mr. Allen, her former owner, and the same was given in the month of April, 1863. It was made in the presence of John V.

Crawford, H. B. M. vice-consul general in Havana. There was no other engagement entered into concerning the purchase, further than what appears upon the bill of sale. He last saw the bill of sale in the consul general's office in Havana, where it now is. It was left there for safekeeping.

16th interrogate. To the sixteenth interrogatory deponent answers that the lading which was found on board the vessel, at the time of her capture or seizure, was first put on board of her in the port of Havana in the month of May, 1863. The names of the respective laders and the owners of the said goods are Hellberg & Co., of Havana, and a Spaniard, his name he don't recollect, also of Havana, and the consignees thereof in Matamoras is Ude & Co,. and the other he don't remember. One of the owners is a German, and resides in Havana; the other he thinks is French. They have been a long time in Havana, but he don't know where they resided before they came to Havana. The said goods were to be delivered at the bar off Matamoras, for the real account, risk, and benefit of the laders and owners. He thinks the consignees in Matamoras have no interest in the said goods. The several qualities, quantities, and particulars of the said goods he don't at this moment remember, but he has reason to know and fully believes, if the said goods shall be restored and unladened at their destined port, that
33 they did, do, and will belong to the owners and laders, and to none others. His belief is founded on the verbal orders and instructions of Hellberg & Co., and other owner of the said goods.

17th interrogate. To the seventeenth interrogatory deponent answers that he signed two sets of bills of lading for the goods seized on board the said vessel. The bills of lading were not false or colorable, nor were any which were signed different in any respect from those which were on board the vessel at the time she was taken. The contents of the bills of lading were a description of the packages, marks, and numbers, and rate of freight, and where to be delivered. The rate of freight on the whole cargo was for the consideration of three thousand dollars, and five per cent. primage. The bills of lading that was on board the vessel were given up to the boarding officer at the time of capture.

18th interrogate. To the eighteenth interrogatory deponent answers that he had in his possession on board the said vessel, at the time of her capture, the bills of lading of the cargo, invoices, letters, and other writings, to prove and show the interests of persons in both vessels and in the goods concerning which he is now examined, but they were taken by the boarding officer, and it is not in his power to produce them. He last saw the paper evidences in the hands of the commander of the U. S. steamer Juniata.

19th interrogate. To the nineteenth interrogatory deponent answers that the degrees of latitude and longitude in which the said vessel and her
34 cargo were captured was near that of the Moro Castle, or about six miles W. by N. ½ N., in which the seizure was made, on the twenty-eighth day of May, 1863, at about six o'clock in the afternoon. There was no charter-party for the voyage upon which the vessel was captured, or any signed, and no other agreement, verbal or otherwise, except the bills of lading concerning the voyage.

20th interrogate. To the twentieth interrogatory deponent answers that there were on board the vessel at the time she took her departure from her last clearing port, before she was taken as prize, a provisional register, clearance, bills of lading, crew-list, invoices, letters, and a Mexican mail-bag, all of which were given up to the boarding officer. None of them were burnt, torn, thrown overboard, destroyed, or cancelled, or attempted to be concealed, in any manner or way whatever.

21st interrogate. To the twenty-first interrogatory deponent answers that he knew, and had notice, that all the southern ports and places in the U.

States were under blockade and were blockaded by the naval forces of the United States. Has seen it in the newspapers. He knew the port of New Orleans was not blockaded.

22d interrogate. To the twenty-second interrogatory deponent answers that the port from which the vessel sailed, or to which she was bound, was not under an order of blockade by the government of the United States. He heard no person say anything before or after the sailing of the vessel
35 on the voyage on which she was captured, either as agent or owner, or officer of the vessel, of the vessel's breaking any blockade; persons often joked deponent about running the blockade, but he says he had no intention of violating any blockade.

23d interrogate. To the twenty-third interrogatory deponent answers that the register of the vessel was not shown to any officer of the U. S. navy, except the capturing vessel, nor were any of the ship's papers indorsed by any other officer.

24th interrogate. To the twenty-fourth interrogatory deponent answers that he don't think that the vessel inquired about has at any time, after the blockade of the said ports, ever attempted to enter secretly any of the said blockaded ports, or to sail therefrom, as she was built for a tow-boat, and has been in that business till she came to Havana from Minnititlan.

25th interrogate. To the twenty-fifth interrogatory deponent answers that he thinks the vessel inquired about has not before been seized as prize and condemned as such.

26th interrogate. To the twenty-sixth interrogatory deponent answers that he has sustained a very serious loss by the seizing and taking the vessel concerning which he is now examined. He computes his loss of the freight on the cargo at three thousand dollars, and also the loss of time of himself and vessel, and also wages of the crew, and injury done to the vessel and machinery, and he has received no indemnity, satisfaction, or promise of
36 satisfaction, for any part of the damage which he has or may sustain by this capture and detention.

27th interrogate. To the twenty-seventh interrogatory deponent answers that the said vessel is not insured, but he thinks and believes the whole of the cargo is insured in the city of Havana; he was so informed by the owners of the cargo before the vessel sailed from Havana. He don't know in what office, or by what company, or at what premium, but by the owners thereof.

28th interrogate. To the twenty-eighth interrogatory deponent answers that in case he had arrived at his destined port, he thinks the cargo would, on being unladened, have become the property of the owners thereof in Havana, and they were to take the chance of the market for the sale of the goods; but as his care of it would end on the delivery of the goods, he don't know positively.

29th interrogate. To the twenty-ninth interrogatory deponent answers that he thinks the lading on board the vessel is the growth and produce and manufacture of the United States, France, and China, to the best of his knowledge and belief.

30th interrogate. To the thirtieth interrogatory deponent answers that the whole of the said cargo on board of the said vessel was taken from the shore into lighters, and transhipped from the lighters on board the Victor, and the same was so done in the port of Havana in the month of May
37 and year 1863.

31st interrogate. To the thirty-first interrogatory deponent answers that he don't know if there is in any country or on board any vessel, other than those that were on board the vessel concerning which he is now ex-

amined, any bills of lading, invoices, letters, instruments, papers, or documents relative to the said vessel or cargo, as all such papers were delivered up to the boarding officer.

32d interrogate. To the thirty-second interrogatory deponent answers that no papers were delivered out of the said vessel and carried away in any manner whatever, except such papers as were delivered up to the boarding officer at the time of the capture, and every paper of every kind was so given up to Mr. Stimpson, the officer who was sent on board from the Juniata,

33d interrogate. To the thirty-third interrogatory deponent answers that bulk was not broken during the voyage on which she was taken, but the boarding officer had several boxes broken open, but he saw no goods taken out of them.

34th interrogate. To the thirty-fourth interrogatory deponent answers that there were no passengers on board the aforesaid vessel.

35th interrogate. To the thirty-fifth interrogatory deponent answers that all the papers of every kind which were found on board the vessel were entirely true and fair; none of them were false or colorable, and he knows of no matter or circumstance to affect their credit, and they were all obtained for this vessel only. The provisional register was to last six
38 months. No person except the mate and cook had any passport to his knowledge. He has written no letters or papers concerning the vessel or her cargo whatever.

36th interrogate. To the thirty-sixth interrogatory deponent answers that the capturing vessel was first seen by those on board the captured vessel at about five o'clock in the afternoon of the twenty-eighth day of May, 1863. The captured vessel at that time was steering out of the harbor about NW., being inside of the Moro Castle. The capturing vessel was lying at anchor when the captured vessel passed her. The capturing vessel got under way immediately, and followed her and passed the captured vessel before she passed the Moro Castle; both vessels steamed to the westward, until about six miles outside of the Moro, when the capturing hauled to the eastward and spoke the captured vessel, and ordered her to stop, when a boat was sent on board with a prize crew, and the captain with the ship's papers were taken on board the capturing vessel, and the captured vessel ordered to follow the capturing vessel, and she came to Key West. No U. S. vessel-of-war was seen, except the capturing vessel.

37th interrogate. To the thirty-seventh interrogatory deponent answers that he don't know by whom or to whom or how often the said vessel has been sold or transferred before he purchased her.

38th interrogate. To the thirty-eighth interrogatory deponent answers that no guns were mounted on board the said vessel, nor were there any other guns, weapons, warlike arms, or armament of any name or description.
39 39th interrogate. To the thirty-ninth interrogatory deponent answers that he knows that the whole of the vessel belonged to himself at the time of the capture, and that no person or persons has any interest with him in the said vessel; and he further says, the destination of the vessel and cargo was Matamoras, and that he knows no other place out of Mexico called by that name, or heard of any.

40th interrogate. To the fortieth interrogatory deponent answers that the said vessel did not on the voyage on which she was captured sail under the convoy of any ship or ships.

41st interrogate. To the forty-first interrogatory deponent answers that the said vessel during the voyage on which she was captured did not sail to or from any port under blockade.

42d interrogate. To the forty-second interrogatory deponent answers that he knows the vessel concerning which he is examined did not sail on her last voyage, prior to her seizure, carrying a commission or license.

43d interrogate. To the forty-third interrogatory deponent answers that the said vessel inquired about did not sail or act in company or concert with any armed vessel or vessels.

(S'd) JOHN J. PEARCE.

Sworn and subscribed before me this eleventh day of June, A. D. 1863.

(S'd) R. W. WELCH, *Prize Commissioner.*

40 *Deposition of Lumley Kennedy, mate, before R. W. Welch, prize commissioner, at Key West, the 12th June, 1863.*

1st interrogate. To the first interrogatory deponent answers that his name is Lumley Kennedy; born in White Haven, in the county of Cumberland, Eng. Has lived the last seven years principally at sea, and lived the last six weeks in Havana, and is a subject of the queen of England, and owes allegiance to the queen of England. First came to the U. S. in the year eighteen hundred and forty-eight, but was never naturalized a citizen of the United States of America. Is not a married man.

2d interrogate. To the second interrogatory deponent answers that he was present at the capture or taking of the vessel.

3d interrogate. To the third interrogatory deponent answers that the capture and seizure was made on Thursday, the twenty-eighth day of May, A. D. 1863, by the U. S. armed steamer Juniata, and carried into the port of Key West. The captured vessel had no commission or letters authorizing her to make prizes.

4th interrogate. To the fourth interrogatory deponent answers that the captured vessel sailed under the English colors. She also had the United States colors on board. It was on board when she was purchased, and not on board for any particular purpose.

5th interrogate. To the fifth interrogatory deponent answers that
41 no resistance was made at the time of the capture. No guns were fired. The capture was made by the United States steamer of war the Juniata, about six miles from the Moro Castle, on the twenty-eighth day of May, at about six o'clock in the afternoon. No other ships were in sight at the time of the capture. The vessel captured was a merchant steamer called the Victor. The capturing vessel was the United States ship-of-war called the Juniata, of the force of ten guns. She fired no guns.

6th interrogate. To the sixth interrogatory deponent answers that the port the Victor would first have entered would have been Matamoras, in Mexico, if she had not been captured and seized. He don't know what second port she would have entered. He heard the master say she might go from Matamoras to New Orleans. He never has heard of any other port or place called Matamoras except the city of Matamoras, in Mexico. He saw the cargo all come on board in Havana, and can give the quantities of each sort.

7th interrogate. To the seventh interrogatory deponent answers that the name of the vessel so taken is the Victor, and her master, John J. Pearce. He don't know who appointed him to the command of the said vessel, but it was in Havana. He has known the said vessel since January, 1863, and the master he never saw until he came on board to take command, about the first of May, 1863. He don't know who, by name, appointed him to the command or delivered the vessel to him. He has heard the master is part

owner of the vessel; don't know the fixed place of abode of the
42 master, but thinks it is Havana, as his children are there; don't know his last place of residence, but thinks it was Havana, but he don't know how long. He don't know where said Pearce was born, or of what country or state he is a citizen or subject. The Victor has been employed since January in the towing business in the Minnititlan River, and until the French naval forces ordered her out of Mexican waters, and she left Minnititlan on the first day of April and came to Havana, where she was sold on the 28th of April. Deponent, who was mate of the steamer three months, remained by her after the sale of the vessel.

8th interrogate. To the eighth interrogatory deponent answers that the tonnage or burthen of the said vessel he don't know. She carries but little, and is not intended for the freighting business, as the engine and coals take up most of the room. When she sailed on the voyage she had on board about thirty-six tons of coal, and about twenty tons of measurement goods, which were put in the cabin. The company of the vessel which belonged to her at the time she was seized and taken was eleven persons all told, and all were actually on board her. They are mostly English, Italian, French, American, and Chilian. They all came on board in the port of Havana, about the twenty-second day of May, 1863. They were all shipped in Havana, by a regular shipping master, on the twenty-first day of May, 1863, and the terms of the shipping agreement was on a voyage from Havana to Matamoras. Deponent did not read over the shipping agreement, but his wages was sixty dollars per month, and received that sum as advanced
43 wages; don't know what wages the rest of the company were to have.

9th interrogate. To the ninth interrogatory deponent answers that he did belong to the company of the vessel so captured at the time of her seizure, and in the capacity of chief mate, and had not any part, share, or interest in the said vessel, or in the said goods, at the time the said vessel was captured and the said goods seized, and he don't think any of the vessel's company had any interest whatever.

10th interrogate. To the tenth interrogatory deponent answers that he has known the said vessel five months; first saw her in Minnititlan in January, 1863. She had no guns. Eleven men were on board of her at the beginning before she was captured. She is American build, and built in Philadelphia. Her name was the Hero, and she was so called till she was sold in Havana; and her name now is the Victor, and he don't know of any other name she was called by.

11th interrogate. To the eleventh interrogatory deponent answers the captured vessel draws, with a full cargo on board and coals, nine feet and six inches, and she drew when captured about nine feet three inches, and she was as deeply laden as would be safe to go to sea. When the vessel has thirty-five tons of coal on board, she has no space left for cargo, except in her cabin, where she now has about twenty tons of measurement goods in the cabin, but there is room left for about twenty tons more.

12th interrogate. To the twelfth interrogatory deponent answers
44 that he don't know if the vessel of which he is examined had any register, clearance, or other ship's papers on board, or from whom, but he saw the captain have what he supposed were the vessel's papers. She sailed during her last voyage, before she was taken, from Minnititlan, for Havana, and stopped at Campeche and Mugeres Island for coals and wood on her way to Havana. Her last voyage began in Minnititlan and ended in Havana. The kind of cargoes the vessel has carried to the time of her capture: pork, peas, oils, teas, liquors, dry-goods, boots and shoes, and one

box of quinine, and the cargo has not been delivered, but was on board at the time she was captured, and the vessel sailed from Havana, her last clearing port, on the twenty-eighth day of May, 1863, previous to the capture.

13th interrogate. To the thirteenth interrogatory deponent answers that the lading the vessel carried at the time of her first setting sail in her last voyage, and the particular sort of goods she had on board at the time she was taken, consisted of forty barrels of pork, eighteen barrels of peas, ten barrels of coal oil, eighteen boxes of liquors, twenty boxes of tea, thirty-one cases of dry-goods, and one box quinine, and one hundred and thirty-one empty coffee bags, and the same was put on board of her, in the month of May, in the year 1863, in the port of Havana.

14th interrogate. To the fourteenth interrogatory deponent answers that he don't know who were the owners of the vessel at the time she was seized, or of what nation or country such owners are by birth, or where they reside, or where they resided before, or to whom they are subject.

45 The present owners have been in possession since the thirtieth day April, 1863, and purchased her of Mr. Allen, of Minnititlan, who brought the vessel to Havana; she was owned in Minnititlan by Messrs. Welsh & Allen, and was emplyed in the towing business.

15th interrogate. To the fifteenth interrogatory deponent answers that he knows nothing whatever about a bill of sale given to the owners of the said vessel, or any other thing concerning the purchase, except he heard Mr. Allen say he had sold the steamer and would get his money on the 30th day of April, 1863.

16th interrogate. To the sixteenth interrogatory deponent answers that the lading that was found on board the said vessel at the time of her capture or seizure was first put on board of her in the port of Havana, in the month of May, 1863. He don't know the names of the respective laders or owners or consignees thereof, or what countrymen they are, or where they resided before; but he believes the said goods were to have been delivered in Matamoras, but don't know for whose real account, risk, or benefit, nor does he know if any of the said laders or consignees have any interest in the said goods. He don't know the several qualities of the said goods, but the particular qualities, so far as he does know them, is : forty barrels pork, eighteen barrels of peas, eighteen boxes liquors, ten barrels oil, thirty-one cases dry-goods, twenty boxes tea, one case quinine, and one hundred and thirty-one empty coffee bags; but he don't know, and has no reason to believe, that if the said goods shall be restored and unladened at the destined port, that they will belong to any particular person or persons. Deponent never saw

46 any person about the vessel while the lading was being put on board, nor did he receive, as mate of the vessel, any receipt for the goods, altho' he received the whole cargo as it was sent alongside in lighters; when the dry-goods came, he asked if there was not a receipt for him to sign, but he was told there was not; altho' he has received cargoes for six years as mate, he never before received goods without giving a receipt, and he thought it very strange none was required in this case.

17th interrogate. To the seventeenth interrogatory deponent answers that he don't know anything whatever concerning any bills of lading being signed for the goods seized on board the said vessel.

18th interrogate. To the eighteenth interrogatory deponent answers that he has not in his possession, nor does he know if there were on board the said vessel at the time of her capture, any bills of lading, invoices, letters or other writings to prove or show the interest of any person in the vessel or in the goods concerning which he is now examined.

19th interrogate. To the nineteenth interrogatory deponent answers that he don't know the degrees of latitude and longitude in which the said

vessel and her cargo were captured, but it was on Thursday, the twenty-eighth day of May, 1863, in which the seizure was made, and about six miles west by north from the Moro Castle. He don't know anything concerning a charter-party for the voyage upon which the vessel was captured, or if any were signed or executed.

47 20th interrogate. To the twentieth interrogatory deponent answers that he don't know what papers, bills of lading, letters, or other writings were on board the vessel at the time she took her departure from her last clearing port before she was taken as prize, except he saw a small bag containing letters for Matamoras. He saw none of them burnt, torn, thrown overboard or destroyed, or attempted to be concealed, in any manner whatever.

21st interrogate. To the twenty-first interrogatory deponent answers that he knew all the southern ports of the U. S. were held under blockade by the naval forces of the United States.

22d interrogate. To the twenty-second interrogatory deponent answers that the port from which the vessel sailed, or to which she was bound, was not under an order of blockade by the government of the United States at the time the vessel sailed on the voyage on which she was captured, nor did he hear any person connected with the vessel or cargo, either as ownet, agent, shipping agent, or master, say anything of the vessel's breaking any blockade in any way or manner whatever.

23d interrogate. To the twenty-third interrogatory deponent answers that he don't think the register of the vessel was shown to or examined by any officer of the U. S. navy before she was captured and taken, as no ships-of-war were seen.

24th interrogate. To the twenty-fourth interrogatory deponent answers that he thinks and believes that the vessel inquired about has not, at any time after the blockade of the said ports or before, ever attempted

48 secretly to enter any of the said blockaded ports, or to sail therefrom.

25th interrogate. To the twenty-fifth interrogatory deponent answers that he thinks the vessel concerning which he is now examined has not been at any time before been seized as prize or condemned as such.

26th interrogate. To the twenty-sixth interrogatory deponent answers that he don't know what loss he will sustain by the seizing and taking the vessel concerning which he is now examined. If the vessel should be condemned he will lose his employment, wages, time, and some of his clothing, but he has not already received any indemnity, satisfaction, or promise of satisfaction, for any part of the damage he which has sustained or may sustain by this capture and detention.

27th interrogate. To the twenty-seventh interrogatory deponent answers that he don't know anything concerning the insurance on the said vessel or goods, or any part thereof.

28th interrogate. To the 28th interrogatory deponent answers that he don't know anything whatever concerning this interrogatory.

29th interrogate. To the twenty-ninth interrogatory deponent answers that he don't know anything concerning the growth, produce, or manufacture on board the vessel, or any part thereof, or from what place or country the lading was brought, or any part thereof, but he thinks the tea is from China.

49 30th interrogate. To the thirtieth interrogatory deponent answers that the whole of the said cargo was taken from the shore into lighters and transhipped from said lighters on board the Victor, in the harbor and port of Havana, between the twenty-third and twenty-sixth days of May, 1863.

31st interrogate. To the thirty-first interrogatory deponent answers that he knows nothing whatever concerning this interrogatory.

32d interrogate. To the thirty-second interrogatory deponent answers that no papers were delivered out of the said vessel or carried away in any manner whatever, to his knowledge, except he saw some in the hands of the boarding officer, but he don't know where the same now are or in whose possession they now are.

33d interrogate. To the thirty-third interrogatory deponent answers that bulk was not broken on the voyage on which the vessel was taken, except the boarding officer opened a box of tea to ascertain its contents, but he don't know if the cargo has been disturbed since the capture of the said vessel.

34th interrogate. To the thirty-fourth interrogatory deponent answers that no passengers were on board the aforesaid vessel at the time of her capture.

35th interrogate. To the thirty-fifth interrogatory deponent answers
50 that he knows nothing whatever concerning this interrogatory.

36th interrogate. To the thirty-sixth interrogatory deponent answers that the capturing vessel was first seen by those on board the captured vessel on Wednesday, the twenty-seventh day of May, 1863, at about two o'clock in the afternoon, soon after she entered the port of Havana and anchored. The captured vessel got under way at five o'clock in the afternoon on the twenty-eighth day of May, 1863, and steamed out of the harbor and passed the capturing vessel about one hundred yards distant, and the engine was stopped off the Moro Castle to answer a hail from the castle, and while stopping there the capturing vessel came up and passed the captured vessel, steering about W. by N. The captured vessel soon steamed after the capturing vessel, and when about six miles from the Moro Castle the capturing vessel ordered the captured vessel to heave to, and a boat was sent on board, and the master with the vessel's papers ordered on board the capturing vessel. The boat returned for the crew, and a prize crew put on board and brought to Key West.

37th interrogate. To the thirty-seventh interrogatory deponent answers that he don't know by whom, or to whom, or how often, the said vessel has been sold or transferred before she was sold in Havana, in the month of April, 1863.

38th interrogate. To the thirty-eighth interrogatory deponent answers that no guns were mounted on board the aforesaid vessel, nor were there any other guns, weapons, warlike arms, or armament of any name or description, to his knowledge.

39th interrogate. To the thirty-ninth interrogatory deponent answers
51 that he knows nothing whatever about the real or true property, or anything regarding the same, but he thinks the destination of the vessel and cargo was Matamoras.

40th interrogate. To the fortieth interrogatory deponent answers that he don't know anything concerning any former voyage; but the said vessel did not, on the voyage on which she was captured, sail under the convoy of any ship.

41st interrogate. To the forty-first interrogatory deponent answers that the said vessel, during the voyage in which she was captured, did not attempt to enter any port under blockade or to sail therefrom.

42d interrogate. To the forty-second interrogatory deponent answers that he don't know.

43d interrogate. To the forty-third interrogatory deponent answers that he don't know.

(S'd) LUMLEY KENNEDY.

Sworn and subscribed before me this twelfth day of June, A. D. 1863.

*Deposition of George W. Ardill, chief engineer, before R. W. Welch, prize commissioner, at Key West, 13th June, 1863.*

1st interrogate. To the first interrogatory deponent answers that his name is Geo. W. Ardill; born in Manchester, England, and has lived in
52 Cuba the last five years, and now lives in Havana, and a subject of the queen of Great Britain, and owes allegiance to the queen of England. First came into the United States in the year eighteen hundred and fifty-five; never was naturalized a citizen of the U. S. He is a married man; his wife and family live in Havana, and have lived there five years.

2d interrogate. To the second interrogatory deponent answers that he was present at the capture or taking of the vessel.

3d interrogate. To the third interrogatory deponent answers that the seizure or capture was made on Thursday, the twenty-eighth day of May, 1863, at about six o'clock in the afternoon, about six miles from the Moro Castle, and carried to Key West. She had no commission to make prizes.

4th interrogate. To fourth interrogatory deponent answers that the captured vessel sailed under the English colors. She had on board a United States flag, which was on board when she was purchased, and it was used for no particular purpose.

5th interrogate. To the fifth interrogatory deponent answers that no resistence whatever was made at the time of the capture. No guns were fired. The capture was made by the U. S. steamer Juniata. No other ships in sight at the time of the capture. The vessel captured was a merchant steamer, acting under no commission. The capturing vessel was a steamer-of-
53 war—the United States armed steamer-of-war the Juniata—of the force of ten guns. She fired no guns.

6th interrogate. To the sixth interrogatory deponent answers that the Victor would first have entered the port of Matamoras if she had not been captured and seized. He don't know what second port she would have entered, but the master told him she might go to New Orleans from Matamoras.

7th interrogate. To the seventh interrogatory deponent answers that the name of the vessel taken was the Victor, and her master, John J. Pearce. He don't know who appointed him to the command of said vessel, he supposes in Havana. He took possession of her in Havana. He has known the vessel about one month, and her master six or seven years. He took possession about the twentieth day of May, 1863, in the port of Havana, and a Mr. Allen delivered the same to him. He don't know the fixed place of abode of the master, but his last place of residence, with his children, was Havana, for about one and a half years. He heard him say he was born in Cork, Ireland, but he don't know of what country or state he is a subject or citizen.

8th interrogate. To the eighth interrogatory deponent answers that he don't know of what tonnage or burthen the vessel is which has been taken, and about which he is now examined. The number of the vessel's company that belonged to her at the time she was seized and taken was
54 eleven persons all told, and all were actually on board her. Four of the company are English, two Irish, one Chilian, one Italian, one American. They all came on board in Havana about the twenty-sixth day of May, 1863. They were all shipped or hired by a shipping master, and all signed the shipping agreement before him in Havana, about the 26th day of May; and the terms of the shipping agreement was, on a voyage from Havana to Matamoras, and the master was to decide where the vessel should go from there. He don't know what wages the crew were to have. He was to have two hundred and fifty dollars as chief engineer, and the second engineer to have one hundred and fifty dollars per month, and in no event were

they to receive a larger compensation than that mentioned in the shipping agreement; and the said agreement was absolute except in case the vessel was sold; they were then to receive one month's extra pay and their passages paid back to Havana, and he understood the crew were to receive the same.

9th interrogate. To the ninth interrogatory deponent answers that he did belong to the company of the vessel so captured at the time of her seizure, and in the capacity of chief engineer; and he further says, he don't know if any of the mariners or company that belonged to the said vessel, at the time of her capture, had any share or interest in the same, or in the goods or merchandise ladened on board her; but he had belonging to himself one barrel of brandy, and the value thereof, one hundred and thirty
55 dollars, at the time the said vessel was captured and the goods seized.

10th interrogate. To the tenth interrogatory deponent answers that he has known the said vessel one month, and first saw her in Havana. She carried no guns. Eleven men, all told, were on board of her at the beginning, before she was captured. She is American build, and was built in Philadelphia. Her former name was the Hero; her present name is the Victor. He knows no other name she was called by.

11th interrogate. To the eleventh interrogatory deponent answers that the captured vessel draws, with a full cargo and her coals on board, about eight feet and six inches, and she drew when captured about the same. She had about thirty-five tons of coal on board when she left Havana, and it would be consumed in ten days if steaming all the time. He don't know what capacity the vessel has for carrying cargo besides her coal, but thinks she has no place for freight, except in her cabins. The cabins were not full when she sailed from Havana, and don't know any reason why the cabins were not filled with light goods. Don't know what measurement she has now on board, or the nature or qualities of the lading.

12th interrogate. To the twelfth interrogatory deponent answers that he don't know anything concerning any passports or sea-briefs. He thinks she sailed, during her last voyage, before she was taken, from Minnititlan to Havana. The voyage began at Minnititlan and ended at Havana. The cargo the vessel carried at the time of her capture was a general
56 assorted cargo of merchandise, and has not been delivered, but was on board when seized, and the vessel sailed from Havana, her last clearing port, on Thursday, May 28th, 1863, previous to the capture.

13th interrogate. To the thirteenth interrogatory deponent answers that the lading the vessel carried at the time of her first setting sail from Havana in her last voyage, and the particular sort of lading and goods she had on board at the time she was taken, deponent don't know; but he saw barrels of provisions, and cases of goods, and barrels of oil and peas, but he cannot set forth the different species of the lading, or the quantities.

14th interrogate. To the fourteenth interrogatory deponent answers that the master of the vessel told deponent that he was the owner at the time she was seized, but he don't know. The owner, he thinks, is a British subject by birth, and he resides in Havana with his children, and has resided there eighteen months, and resided before in New Orleans, where he married his wife, but is now subject to the queen of England. He thinks the present owners have been in possession about one month, and he purchased her from Mr. Allen, or the firm of Walsh & Allen, of Minnititlan. And further deponent knows not.

15th interrogate. To the fifteenth interrogatory deponent answers that he don't know anything concerning any bill of sale being given to the owners of the said vessel.

16th interrogate. To the sixteenth interrogatory deponent answers
57 that the lading that was found on board the vessel at the time of her capture or seizure was first put on board in the port of Havana in the month of May, 1863. He don't know the names of the respective laders, or owners, or consignees thereof, or what countrymen they are, or where they reside, or where they resided before, but he thinks the said goods were to be delivered at Matamoras, but he don't know for whose account, risk, or benefit, or if the said laders or consignees had any interest in the said goods, and he has no reason to know that if the said goods shall be restored to whom they will belong.

17th interrogate. To the seventeenth interrogatory deponent answers that he knows nothing whatever about any bills of lading, or any other thing concerning this interrogatory.

18th interrogate. To the eighteenth interrogatory deponent answers that he don't know anything whatever about any bills of lading, invoices, letters, or other writings, to prove or show the interest of any person in the vessel or in the goods on board her.

19th interrogate. To the nineteenth interrogatory deponent answers that he cannot state the degrees of latitude or longitude in which the said vessel and her cargo were captured, but the time was on Thursday, the 28th day of May, 1863, about six miles from the Moro Castle. He don't know if any charter-party was signed or executed for the voyage upon which the vessel was captured, or any other agreement, verbal or otherwise, concerning
58 the voyage.

20th interrogate. To the twentieth interrogatory deponent answers that he don't know what papers, bills of lading, letters, or other writings were on board the vessel at the time she took her departure from her last clearing port, before she was taken as prize, except he saw a mail-bag, said to contain letters, lying in the cabin. He did not see any of them burnt, torn, thrown overboard, destroyed, or cancelled, or attempted to be concealed in any manner whatever.

21st interrogate. To the twenty-first interrogatory deponent answers that he knew that the naval forces of the United States held all the southern ports in the United States under blockade, and has known of such blockade for more than a year.

22d interrogate. To the twenty-second interrogatory deponent answers that the port from which the vessel sailed was not under an order of blockade by the government of the U. S.; nor does he think the port of Matamoras was under such order, nor did he hear any person say anything of the vessel's breaking any blockade, except several asked him in Havana if the vessel would violate the blockade and go into Mobile.

23d interrogate. To the twenty-third interrogatory deponent answers that he thinks the register of the vessel was not shown to any officer of the United States navy before she was captured.

59 24th interrogate. To the twenty-fourth interrogatory deponent answers that he don't know anything whatever concerning this interrogatory, but he thinks not.

25th interrogate. To the twenty-fifth interrogatory deponent answers that he thinks the vessel concerning which he is now examined has not, at any time before, been seized as prize, and condemned as such.

26th interrogate. To the twenty-sixth interrogatory deponent answers that he will sustain considerable loss if the vessel is condemned. He will lose his cask of brandy, his situation, time, expenses, and other things; in all, his brandy would be worth five hundred dollars, and expenses one hundred and fifty dollars. He has not already received any indemnity, satisfaction, or promise of satisfaction, for any part of the damage he has or may sustain

by this capture and detention, except he received in Havana one month's pay in advance, but he was not promised any other thing except in the event of the vessel's being sold, in which case he was to receive five hundred dollars, equal to two months' pay.

27th interrogate. To the twenty-seventh interrogatory deponent answers that he don't know if the said vessel is insured, but he heard the master say that the cargo is insured, but he don't know for what amount.

28th interrogate. To the twenty-eighth interrogatory deponent answers that he don't know anything concerning this interrogatory.

60 29th interrogate. To the twenty-ninth interrogatory deponent answers that he don't know anything about the growth, produce, or manufacture on board the vessel, or from what country or place the lading was brought.

30th interrogate. To the thirtieth interrogatory deponent answers that all the said cargo was brought alongside in lighters, and transhipped on board the Victor in the port of Havana, in the month of May, 1863.

31st interrogate. To the thirty-first interrogatory deponent answers that he don't know anything whatever concerning this interrogatory.

32d interrogate. To the thirty-second interrogatory deponent answers that he don't know if any papers were delivered out of the said vessel and carried away, as he was in the engine-room after the vessel sailed.

33d interrtogate. To the thirty-third interrogatory deponent answers that bulk was not broken during the voyage on which she was taken, or since the capture to his knowledge, except some boxes were opened by the boarding officer at the time of capture.

34th interrogate. To the thirty-fourth interrogatory deponent answers that no passengers were on board the vessel at the time of capture in any capacity.

35th interrogate. To the thirty-fifth interrogatory deponent answers
61 that he knows nothing whatever concerning this interrogatory.

36th interrogate. To the thirty-sixth interrogatory deponent answers that the capturing vessel was first seen by deponent, who was on board the captured vessel, at five o'clock in the afternoon, on the twenty-eighth day of May, 1863, and nearly abreast of the Moro Castle. The captured vessel was coming out of the harbor of Havana at the time, and passed about twenty yards of the capturing vessel. The captured vessel continued on her course about W. by N., and so continued to steer, until about six mile from the Moro, when the capturing vessel came up and ordered the Victor to heave to, and a boat was sent on board; and after the papers, crew, and cargo had been examined, the captain of the Victor was taken on board the capturing vessel, and a prize crew sent back on board the Victor and taken to Key West. Deponent and the 2d engineer thought by the movements of the capturing vessel that she intended to overhaul the Victor. Before the vessel sailed he was asked to take charge of letters for Mobile, but he don't know how many supposed she was bound to Mobile, but he refused to take letters.

37th interrogate. To the thirty-seventh interrogatory deponent answers that he don't know by whom or to whom the said vessel has been sold or transferred, or how often. Deponent thinks that if the Victor was purchased to carry freight from Havana to Matamoras, a prudent owner would have had a charter-party signed for the voyage, with an understanding how
62 long she was to remain before being discharged, as her expenses were very heavy each day. He thinks the Victor would make a good tow-boat on Matamoras River, but she could not get over the bar without taking out everything, not excepting her boilers, and then it is very doubtful if she could go over the bar. He has never been to Matamoras, nor does he know how much water there is on the bar, but has heard about three feet.

38th interrogate. To the thirty-eighth interrogatory deponent answers that no guns were mounted on board the vessel, nor were there on board any other guns, weapons, warlike arms, or armament of any name or description.

39th interrogate. To the thirty-ninth interrogatory deponent answers that the whole which he knows and believes regarding the property is, that the master is the owner of the vessel, and that the destination of the vessel and cargo at the time of the capture was Matamoras.

40th interrogate. To the fortieth interrogatory deponent answers that he thinks the said vessel did not in the voyage on which she was captured sail under the convoy of any ship or ships.

41st interrogate. To the forty-first interrogatory deponent answers that the said vessel during the voyage in which she was captured did not attempt to enter any port under blockade, or to sail therefrom.

42d interrogate. To the forty-second interrogatory deponent answers that he don't think the vessel ever sailed on any voyage carrying a commission.

43d interrogate. To the forty-third interrogatory deponent answers that he don't know.

(S'd) G. W. ARDILL.

Sworn and subscribed before me this thirteenth day of June, A. D. 1863.

(S'd) R. W. WELCH, *Prize Commissioner.*

63 District court of the United States for the southern district of Florida.

THE UNITED STATES
*vs.*
THE STEAMSHIP VICTOR AND CARGO. } Prize.

Papers returned as found on board the said vessel, the "Victor," and read in evidence on the hearing of this cause.

*Provisional certificate of registry, No.* 139.

HAVANA, 20*th May*, 1863.

Name of ship, Victor; British or foreign built, foreign; provisional port of registry, Havana; how propelled, by steam; number of decks, one; build, carvel; number of masts, two; gallery, none; rigging, steamship; head, none; stern, square; framework, wood.

*Measurements.*

| | Feet. | Tenths. |
|---|---|---|
| Length from the forepart of stem, under the bowsprit, to the aft side of the head of the sternpost | 86 | 8 |
| Main breadth to outside of plank | 18 | |
| Depth in hold from tonnage deck to ceiling at midships | 7 | |

*Tonnage.*

| | No. of tons. |
|---|---|
| Tonnage under tonnage deck | 100 76-95 |
| Closed-in spaces above do., viz: | |
| Space or spaces between decks | |
| Poop | |
| American measurement—total | 100 76-95 |

I, the undersigned, John Vincent Crawford, esquire, her Britannic Majesty's acting consul general in Cuba, &c., hereby certify that the ship, the description of which is prefixed to this my certificate, has been provisionally
64 surveyed, and that the above description is true.

John Jas. Pearce, of Liverpool, is the master of the said ship.

The said ship was built at Philadelphia, U. S., in the year 1857, and her foreign name is "Hero."

The person whose name is hereunder written is owner of the said ship.

Name of the owner within mentioned, John James Pearce, of L'pool, England, master mariner; No. of sixty-fourth shares, sixty-four.

Dated at Havana, 20th day of May, 1863.

(S'd) JOHN V. CRAWFORD,
[SEAL.] *Acting Consul General in Cuba.*

NOTE.—This provisional certificate of registry continues in force only until the 20th day of November, 1863, or until she completes her voyage from Havana to some port at which there is a British registrar, whichever first happens.

*Declaration of ownership.*

Name of ship, Victor; British or foreign built, foreign; provisional port of registry, Havana; how propelled, by steam; number of decks, one; number of masts, two; rigging, steamship; stern, square; build, carvel; gallery, none; head, none; framework, wood.

*Measurements.*

| | Feet. | Tenths. |
|---|---|---|
| Length from the forepart of stem, under the bowsprit, to the aft side of the head of stern-post | 86 | 8 |
| Main breadth to outside of plank | 18 | |
| Depth in hold from tonnage deck to ceiling at midships | 7 | |

65 *Tonnage.*

| | No. of tons. |
|---|---|
| Tonnage under tonnage deck | 100 76-95 |
| Closed-in spaces above do., viz: | |
| Space or spaces between decks | |
| Poop | |
| American measurement—total | 100 76-95 |

I, the undersigned, John James Pearce, of Liverpool, England, master mariner, declare as follows: I am a natural-born British subject, born at Liverpool, England, and have never taken the oath of allegiance to any foreign state. The ship, the description of which is prefixed to this my declaration, was built at Philadelphia, U. S., in the year 1857, and her foreign name is "Hero."

I am the master of the said ship. I am entitled to be registered as sole owner of said ship To the best of my knowledge and belief, no person or body of persons, other than such person or bodies of persons as are by the merchant shipping act, 1854, qualified to be owners of British ships, is entitled as owner to any interest whatever, either legal or beneficial, in the

said ship; and I make this solemn declaration conscientiously, believing the same to be true.

Dated at Havana, the 20th day of May, 1863.

(S'd) JOHN J. PEARCE.

Made and subscribed by the above-named John James Pearce in the presence of me.

[SEAL.] (Signed) JOHH V. CRAWFORD,
*Acting Consul General in Cuba.*

67 *Agreement for foreign-going ships, sanctioneed by the board of trade, in pursuance of* 13 *and* 14 *Vic., c.* 93, *s.* 46.

Name of ship, Victor; portof registry, prov'l, Havana; No. and date of register, ; burden, ; name of master, John J. Pearce; No. of his certificate, ; date and place of first signature of agreement, Havana, May 21, 1863.

The several persons whose names are hereunto subscribed hereby agree to serve on board the said ship in the several capacities expressed against their respective names, on a voyage from Havana to Matamoras and back to Havana.

And the said crew agree to conduct themselves in an orderly, faithful, honest, and sober manner, and to be at all times diligent in their respective duties, and to be obedient to the lawful commands of the said master, or of any person who shall lawfully succeed him, and of their superior officers, in everything relating to the said ship and the stores and cargo thereof, whether on board, in boats, or on shore; in consideration of which services, to be duly performed, the said master hereby agrees to pay to the said crew, as wages, the sums against their names respectively expressed, and to provide them with provisions according to the annexed scale. And it is hereby agreed that any embezzlement, or wilful or negligent destruction of any part of the ship's cargo or stores shall be made good to the owner out of the wages of the person guilty of the same. And if any person enters himself as qualified for a duty which he is incompetent to perform, his wages shall be reduced in proportion to his incompetency.

And it is also agreed that if any member of the crew considers himself to be aggrieved by any breach of the agreement, or otherwise, he shall represent the same to the master or officer in charge of the ship in a quiet and orderly manner, who shall thereupon take such steps as the case shall require.

In witness whereof, the parties have subscribed their names hereto on the days against their respective signatures mentioned.

Signed by John J. Pearce, master, on the 21st day of May, 1863.

Sunday.....

Monday.....

Tuesday.....

Wednesday.....

Thursday.....

Friday.....

Saturday.....

*Agreement*—Continued.

| Signatures of crew. | Age. | Town or county where born. | Ship in which he last served, and port she belonged to. | Place and time of entry. | Capacity. | Time at which he is to be on board. | Amount of wages per month. | Amount of wages advanced on entry. | Amount of home allotment. | Signatures, &c., of witnesses. |
|---|---|---|---|---|---|---|---|---|---|---|
| Lumley Kennedy | 44 | England | | Havana, May 21 | Mate | At once | $60 00 | $60 00 | | |
| Joseph Desangles | 41 | France | | do do | Cook | do | 40 00 | 40 00 | | |
| G. W. Ardill | 38 | England | | do do | 1st engineer | do | 250 00 | 250 00 | | |
| John M. Tookey | 27 | England | | do do | 2d engineer | do | 150 00 | 150 00 | | |
| his Thomas ⋈ Dyer mark. | 26 | England | | do do | Fireman | do | 50 00 | 50 00 | | |
| his William ⋈ Kennedy mark. | 34 | England | | do do | do | do | 50 00 | 50 00 | | |
| his Francisco ⋈ Radisichi mark. | 29 | Austria | | do do | Deck hand | do | 40 00 | 40 00 | | |
| his John ⋈ Black mark. | 36 | Glasgow | | do do | do | do | 40 00 | 40 00 | | |
| Edward McLaughin | 28 | Scotland | | do do | do | do | 40 00 | 40 00 | | |
| his Fernando ⋈ Venezuela mark. | 17 | Chili | | do do | Boy | do | 20 00 | 20 00 | | |

68 *Shipping list of British st'm'r Victor, Capt. Pearce, for Matamoras.*

| Shipping. | Consignees. | Merchandise. | Freight. | Total. |
|---|---|---|---|---|
| E. Heymann & Co. | Pedro S'n Roman. | H<br>CN 20 cases tea<br>[H] 21 cases merchandise<br>[H] 5 do. do.<br>Prim'g | $1,200 00<br>60 00 | $1,260 00 |
| Hellberg & Co. | A. Uhde & Co. | [H] 40 barrels pork<br>[H] 18 do. split peas.<br>18 boxes liquors<br>[H] 5 cases segars<br>[H] 1 case quinine<br>[H] 10 barrels oil<br>Pri'ge | 1,800 00<br>90 00 | 1,890 00 |
| | | Total | | 3,150 00 |

HABANA, 27*th May*, 1863.

Shipped, in good order and well conditioned, by E. Heymann & Co., on board the British steamer called the Victor, whereof Pearce is master, now lying at the port of Havana, and bound for Matamoras, to say: twenty cases tea, twenty-one cases merchand's, five cases merchandise, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (the dangers of the seas excepted,) unto Mr. Pedro San Roman, or to his assigns, he or they paying freight for the said twelve hundred dollars in gold, with 5 per cent. primage and average accustomed.

H—CN.
[H]—C 1. 9. 23. 26. 21. 10-24.
[H] 1. 1.

$1,200
60
1,260

69 In witness whereof, the master or purser of the said vessel has affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in Havana the 27th day of May, 1863. Goods deliverable at Matamoras Bar within reach of vessel's tackles.

Shipped, in good order and well conditioned, by Hellberg & Co., in and upon the good British steamer called the Victor, whereof is master for the present voyage Pearce, now lying in the port of Havana, and bound for Matamoras,

H Ten barrels oil,
H Forty barrels prime pork,
H Eighteen barrels split peas, eighteen boxes liquors,
H 1-5 Five boxes segars,
H One case quinine,

being marked and numbered as in the margin, to be delivered in the like good order and well conditioned at the aforesaid port of Matamoras, (dangers and accidents of the seas excepted,) unto Messrs. A. Uhde & Co., or their assigns, on paying freight for the said goods, eighteen hundred dollars, in gold, per ton of —— pounds net, Spanish invoice weight, with 5 pr. cent. primage. In witness whereof, the master of the said vessel has affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

$1,800
90
1,890

Havana, 27th May, 1863.
Weight and contents unknown.
Goods deliverable at Matamoras Bar within reach of vessel's tackles.

*Factura de los siguientes efectos que el que suscribe remite en el vapor Yngles Victor, Capitan J. J. Pearce, con destino al puerto de Matamoros, a consignacion de Pedro S'n Roman.*

| Marca. | Numeros. | Numero de bultos. | | Clase de bultos. | Clase de la mercancia. | Pesobruto de cada bulto. | Total peso neto. | Total medida de longitud. | Ancho de los tejidos. | Valores. |
|---|---|---|---|---|---|---|---|---|---|---|
| H. | 1-20 | 20 | Veinte. | Cajas.... | Te..... | 28 lbs., veinte y ocho libras.... | 525 lbs., quinien tas veinte y cinco libras. | ..... | ..... | $300 00 |
| H. CN. | 1 | 1 | Una.... | Caja..... | Sapatos..... | 100 lbs., cien libras..... | 75 lbs., sesenta y cinco libras. | ..... | ..... | 75 00 |
| | 3-4 | 2 | Dos.... | Cajas..... | Botas p'a hombre..... | 105 lbs., ciento cinco lbs. cada caja. | 160 lbs., ciento sesenta libras. | ..... | ..... | 162 00 |
| | 5 | 1 | Una.... | Ids..... | Alfileres y ganchos..... | 110 lbs., ciento diez libras ..... | 90 lbs., noventa libras..... | ..... | ..... | 134 88 |
| | 6 | 1 | Una.... | Ids..... | 5 dozenas camisas, cinco grue sas jabon, 1 de gancho, 5 de dedales, 1 de peine de bolsillos, 12 dozenas peine de marfil, 8 dzas. peine de huero, 6 de ganchos. | 253 lbs., docientos cincuenta y tres libras. | 220 lbs., doeientas veinte y tres libras. | ..... | ..... | 555 20 |
| | 1-2 | 2 | Dos.... | Cajas.... | 120 pares de botas, 12 pares botas, 24 pares de sapato, 6 doz'as sombreros. | 700 lbs., setecienta libras..... | 655 lbs., sesençienta cincuenta y cinco libras. | ..... | ..... | 422 10 |
| | | 27 | Veinte | y siete bultos..... | | ..... | ..... | ..... | ..... | 1,649 18 |

HABANA, 28th Mayo, 1863.

(S'd) HEYMANN & CO. [SEAL]

Recibi de los S'res E. Heymann y Ca. una factura de veinte y siete bultos de los efectos que remite a Matamoros a consignacion de D'n Pedro S'n Roman del comercio de dicho puerto por el vapor Ingles " Victor," Capitan J. J. Pearce.

(S'd) RAMON S. DIAZ, [SEAL.]
*El Consul de Mejico.*

HABANA, 28 *de Mayo de* 1863.

Son 27 bultos.

*Factura de los siguientes efectos que el que suscribe remite en el vapor Ingles "Victor," Capitan J. J. Pearce, con destino al puerto de Matamoros, a consignacion de los S'res A. Uhde y Ca.*

| Marca. | Numeros. | Numero de bultos. | | Clase de bultos. | Clase de la mercancia. | Peso bruto de cada bulto. | Total peso neto. | Total media de longitud. | Ancho de los tejidos. | Valores. |
|---|---|---|---|---|---|---|---|---|---|---|
| H. | 1-40 | 40 | Cuarenta.... | Barriles.. | Carne de puerco..... | 200 lbs., docientos libras..... | 7,224 lbs., siete mil docientas veinte y cuatro libras. | ..... ..... | ..... | $755 15 |
| " | 1-18 | 18 | Diez y ocho. | Barriles.. | Chicharos ..... | 250 lbs., docientos cincuenta libras. | 3,020 lbs., tres mil veinte libras..... | ..... ..... | ..... | 250 00 |
| " | 1-18 | 18 | Diez y ocho. | Cajas..... | Licores..... | 14 lbs., catorce libras..... ..... | 222 lbs., docientos veinte y dos libras. | ..... ..... | ..... | 150 00 |
| " | 1-5 | 5 | Cinco..... | Cajas..... | Tabacos ..... | 200 lbs., docientos libras..... | 950 lbs., novecientas cincuenta libras. | ..... ..... | ..... | 900 00 |
| " | 1-18 | 18 | Diez y ocho. | Id. ..... | Licores..... .... | 13 lbs., trece libras..... ..... | 233 lbs., docientos y treinta y tres libras. | ..... ..... | ..... | 125 00 |
| | | 99 | | | | | | | | |
| | H. | 10 | Barriles..... | Barriles . | Aceite..... ..... | 220 lbs., docientos vente y libras. | 2,200, dos mil docientos libras..... | ..... ..... | ..... ..... | 350 00 |
| | | 109 | Ciento nueve bultos total..... ..... | | | ..... ..... ..... | ..... .. | ..... ..... | ..... ..... | 2,530 15 |

HABANA, 28th Mayo, 1863.

(S'd) HELLBERG & CO. [SEAL.]

Recibi de los S'res Hellberg y Ca. una factura de ciento nueve bultos de los efectos que remite a Matamoros a consignacion de los S'res Uhde y Ca. del comercio de dicho puerto por el vapor Ingles "Victor," Capitan J. J. Pearce.

(S'd) RAMON S. DIAZ, [SEAL.]
*El Consul de Mejico.*

HABANA, 28 *de Mayo de* 1863.

Son 109 bultos.

*Account of the following goods, shipped by the subscriber in the English steamer "Victor," Captain J. J. Pearce, bound for the port of Matamoras, consigned to Pedro S'n Roman.*

| Marks. | Numbers. | Number of packages. | | Class of package. | Class of goods. | Weight of each package. | Total net weight. | Total length measure. | Width measures. | Value. |
|---|---|---|---|---|---|---|---|---|---|---|
| H. H. | 1-20 | 20 | Twenty | Boxes.... | Tea..... | 28 lbs., twenty-eight pounds..... | 525 lbs., five hundred and twenty-five pounds. | ..... | ..... | $300 00 |
| CN. | 1 | 1 | One... | Box. .... | Shoes..... | 100 lbs., one hundred pounds..... | 75 lbs., seventy-five pounds. | ..... | ..... | 75 00 |
| " | 3-4 | 2 | Two... | Boxes.. | Men's boots..... | 105 lbs., one hundred and five pounds, ea. box. | 160 lbs., one hundred and sixty pounds. | ..... | ..... | 162 00 |
| " | 5 | 1 | One... | Box. .... | Pins and hooks..... | 110 lbs., one hundred and ten pounds. | 90 lbs., ninety pounds..... | ..... | ..... | 134 88 |
| " | 6 | 1 | One... | Id..... | 5 dozen shirts, 5 gross soap, 1 dozen hooks, 5 doz. thimbles, 1 doz. pocket combs, 12 doz. ivory combs, 8 doz. bone combs, 6 doz. hooks. | 253 lbs., two hundred and fifty-three pounds. | 220 lbs., two hundred and twenty pounds. | ..... | ..... | 555 20 |
| " | 1-2 | 2 | Two... | Boxes.... | 120 pairs boots, 12 pairs boots, 24 pairs shoes, 6 doz. hats. | 700 lbs., seven hundred pounds.. | 655 lbs., six hundred and fifty-five pounds. | ..... | ..... | 422 10 |
| | | 27 | Packages..... | | ..... | ..... | ..... | ..... | ..... | 1,649 18 |

HAVANA, 28th May, 1863.

(S'd) E. HEYMANN & CO. [SEAL.]

Received of Messrs. E. Heymann & Co. an account of the goods shipped for Matamoras, consigned to Mr. Pedro S'n Roman, merchant, of that port, on board the English steamer "Victor," Captain J. J. Pearce.

(S'd) RAMON S. DIAZ, [SEAL.]
*Consul of Mexico.*

Twenty-seven packages. Account containing twenty-seven packages.

HAVANA, 28*th of May*, 1863.

## No. 178.—MATAMORAS, (CONSULATE OF MEXICO.)

*Account of the following goods, shipped by the subscriber in the English steamer "Victor," Captain J. J. Pearce, bound for the port of Matamoras, consigned to Messrs. A. Uhde & Co.*

| Marks. | Numbers. | Number of packages. | | Class of packages. | Class of goods. | Weight of each package. | Total net weight. | Total length measure. | Width measure. | Value. |
|---|---|---|---|---|---|---|---|---|---|---|
| H. | 1-40 | 40 | Forty..... | Brls. .... | Pork meat..... | 200 lbs., two hundred pounds each. | 7,224 lbs., seven thousand two hundred and twenty-four pounds. | ..... | ..... | $755 15 |
| " | 1-18 | 18 | Eighteen .. | Brls. .... | Dried meat..... | 250 lbs., two hundred and fifty pounds. | 3,020 lbs., three thousand and twenty pounds. | ..... | ..... | 250 00 |
| " | 1-18 | 18 | Eighteen .. | Boxes.... | Liquors ..... .... | 14 lbs., fourteen pounds..... | 222 lbs., two hundred and twenty-two pounds. | ..... | ..... .. | 150 00 |
| " | 1-5 | 5 | Five..... | Boxes.... | Tobacco..... ..... | 200 lbs., two hundred pounds..... | 950 lbs., nine hundred and fifty pounds. | .... ..... | ..... | 900 00 |
| " | 1-18 | 18 | Eighteen .. | Boxes.... | Liquors..... | 13 lbs., thirteen pounds..... | 233 lbs., two hundred and thirty-three pounds. | ..... | ..... | 125 00 |
| | | 99 | | | | | | | | |
| | H. | 10 | Ten..... | Barrels.. | Oil..... .... | 220 lbs., two hundred and twenty lbs. | 2,200 lbs., two thousand two hundred pounds. | ..... | ..... | 350 00 |
| | | 109 | Packages.. | ..... | ..... | ..... | ..... | ..... | ..... | 2,350 15 |

HAVANA, 28th May, 1863.

(S'd) HELLBERG & CO. [SEAL.]

Received of Messrs. Hellberg & Co. an account of the goods shipped for Matamoras, consigned to Messrs. A. Uhde & Co., merchants, of that port, on board the English steamer "Victor," Captain J. J. Pearce.

(S'd) RAMON S. DIAZ, [SEAL.]
*Consul of Mexico.*

109 packages. Account containing one hundred and nine packages.

HAVANA, 28*th of May*, 1863.

79 *Manifiesto general de las mercancias que con destino al puerto de Matamoros de la Republica Mejicana, conduce el Capitan J. J. Pearce, que suscribe, ciudadano de Ynglaterra en el buque Ynges Victor, de porte de veinte y cuatro toneladas consignado a los S'res A. Uhde & Co. establecido en el referido puerto.*

| Marcas y contra marcas. | Numeros. | Bultos. | | Clase de los bultos. | Clase de las mercancias. | Peso bruto de cada bulto. | Remitentes. | Consignatarios. |
|---|---|---|---|---|---|---|---|---|
| H. | 1-20 | 20 | Veinte..... | Cajas..... | Te..... | 28 lbs.. veinte y ocho libras..... | E. Heyman & Co..... | Pedro S'n Roman. |
| H. | 1 | 1 | Una..... | Ids..... | Sapatos..... | 100 lbs., cien libras..... | .....do..... | Do. |
| " | 2 | 2 | Dos..... | Ids..... | Botas p'a hombre..... | 210 lbs., docientos diez libras..... | .....do..... | Do. |
| " | 5 | 1 | Una..... | Ids..... | Alfileres..... | 110 lbs., ciento diez libras..... | .....do..... | Do. |
| " | 6 | 1 | Una..... | Ids..... | Camisas, jabones, ganchos, dedales peines. | 700 lbs., sete cientas libras la caja..... | .....do..... | Do. |
| " | 1 | 2 | Dos..... | Cajas..... | Sapatos, bota, sombrero..... | 253 lbs., docientos cincuenta y tres libras..... | .....do..... | Do. |
| " | 1-40 | 40 | Cuarenta.... | Barriles.... | Came peareo..... | 200 lbs., docientos libras..... | Hellberg & Co..... | A. Uhde & Co. |
| " | 1-18 | 18 | Diez y ocho | Barriles.... | Chicharos..... | 250 lbs., docientos cincuenta libras..... | .....do..... | Do. |
| " | 1-18 | 18 | Diez y ocho. | Cajas..... | Licores..... | 14 lbs., catorce libras..... | ....do..... | Do. |
| " | 1-5 | 5 | Cinco..... | Ids..... | Tabaco..... | 200 lbs., docientas libras..... | .....do..... | Do. |
| | H-10 | 1-10 | Diez ..... | Barriles... | Aceite..... | 220 lbs., docientas veinte libras..... | .....do..... | Do. |
| " | | 18 | Diez y ocho. | Cajas..... | Licores..... | 25 lbs., veinte y cinco libras..... | ..... do..... | Do. |
| | | 136 | Cientos treinta y seis bultos total. | | | | | |

NOTA.—Juro no llevar otros efectos que los manifestado; en este y que mi intencion esta de comercial legalmente con lo puerto de la Republica Mejicana.

(S'd) JOHN J. PEARCE.

HABANA, 28 de Mayo, 1863.

Recibi del capitan del vapor Ingles "Victor," John J. Pearce un manifiesto general de los cientos treinta y seis bultos de efectos que conduce de este puerto para el de Matamoras de la Republica Mejicana en el referido buque de su mando, consignada a los S'res A. Uhde y Ca.

(S'd) RAMON S. DIAZ, [SEAL.]
*El Consul de Mejico.*

Son 136 bultos.

HABANA, 28 *de Mayo de* 1863.

81 La junta local de sanidad de la Habana y en su nombre.—La diputacion de puerto de la misma.

Certificamos que por la gracia de dias nuestro senor, a la salida de este puerto para el de Matamoros el vapor Yng. Victor su Cap. Mr. Pierce con once homb's de trip se halla esta ciudad y sus inmediaciones libres de toda peste y epidemia contagiosa, preservandose de cualesquiera otros insalubres; como asimismo que el referido Capitan Pierce con once de su tripulacion y ningun pasajeros se encuentran en estado de salud completa, segun visita que han pasado por su rol; y en cumplimiento de las ultimas disposiciones, damos esta patente, autorizada con el sello de la exc'ma junta superior de sanidad de la isla, en el dicho puerto de la Habana a los 28 dias del mes,do Mayo de 1863. Nota existen alguno casos def'bre amarilla.

Él presidenta de la diputacion, PEDRO GRAMASEN.
El medico de la visita, D'r JUAN DE ANASTIA.
Po. El secretario de la junta local,
(S'd) LUIS RAFAEL CORTES.

Patente de sanidad de segunda clase.—Vale cuatro pesos.—No. 5,273, F'o.

CONSULADO DE MEJICO EN LA HABANA.

Certifico que los firmas que autorizan la presente patente sanitario son de los personos facultados para ello y a los cuales se les da entera fe y credito.

NOTA.—Ecsisten algunos casos de fiebre amarilla.
Habana, Mayo 28, 1863.
(S'd) El consul, RAMON S. DIAZ. [SEAL.]

83 *General manifest of the goods bound for Matamoras, of the Republic of Mexico, and carried by Captain J. J. Pearce, (who subscribes himself a British subject,) in the English steamer "Victor," of twenty-four tons, consigned to Messrs. A. Uhde & Co., merchants, of the said port.*

| Mark and counter-marks. | Numbers. | Packages. | | Class of packages. | Class of merchandise. | Weight of each package. | Shippers. | Consignees. |
|---|---|---|---|---|---|---|---|---|
| H. | 1-20 | 20 | Twenty..... | Boxes..... | Tea..... | 28 lbs., twenty-eight pounds..... | E. Heymann & Co..... | Pedro S'n Roman. |
| H. | 1 | 1 | One..... | Box..... | Shoes..... | 100 lbs., one hundred pounds..... | .....do..... | Do. |
| | 3-4 | 2 | Two..... | Id..... | Men's boots..... | 210 lbs., two hundred and ten p[illegible]nds..... | .....do..... | Do. |
| | 5 | 1 | One..... | Id..... | Pins..... | 110 lbs., one hundred and ten p[illegible]ds..... | .....do..... | Do. |
| | 6 | 1 | One..... | Id..... | Shirts, soap, hooks, thimbles, and combs. | 700 lbs., seven hundred pounds..... | .....do..... | Do. |
| | 1-2 | 2 | Two..... | Id..... | Shoes, boots, and hats..... | 253 lbs., two hundred and fifty-three pounds... | .....do..... | Do. |
| | 1-40 | 40 | Forty..... | Barrels.... | Pork meat..... | 200 lbs., two hundred pounds..... | Hellberg & Co..... | A. Uhde & Co. |
| | 1-18 | 18 | Eighteen..... | Id..... | Dried meat..... | 250 lbs., two hundred and fifty pounds..... | .....do..... | Do. |
| | 1-5 | 5 | Five..... | Boxes..... | Tobacco..... | 200 lbs., two hundred pounds..... | .....do..... | Do. |
| | 1-18 | 18 | Eighteen..... | Id..... | Liquors..... | 14 lbs., fourteen pounds..... | .....do..... | Do. |
| | 1-10 | 10 | Ten..... | Barrels.... | Oil..... | 220 lbs., two hundred and twenty pounds..... | .....do..... | Do. |
| | | 18 | Eighteen..... | Boxes..... | Liquors..... | 25 lbs., twenty-five pounds..... | .....do..... | Do. |
| | | 136 | Packages. | | | | | |

NOTICE.—I swear that I do not carry any other goods but those specified in this manifest; that my intention is to do legal trading with one of the ports of the Republic of Mexico.

(S'd) JOHN J. PEARCE. [SEAL.]

HAVANA, 28th May, 1863.

Received from Captain J. J. Pearce, of the English steamer "Victor," a general manifest of the goods, being one hundred and thirty-six packages, which he carries from this port to that of Matamoras in the said steamer, consigned to Messrs. A. Uhde & Co.

(S'd) RAMON S. DIAZ, [SEAL.]
*Consul of Mexico.*

136 packages.

HAVANA, 28*th of May*, 1863.

85 Local board of health of Havana and in its name.—The deputation of this port.

We certify by the grace of God that when the English steamer "Victor," Captain Pearce, with eleven men, sailed from this port, this city and its vicinities were and are free from pestilence, contagious epidemics, or of any other diseases; also that Captain Pearce, with eleven men and no passenger, were in perfect good health, according to the visit paid to each one by the doctor; and in compliance with the rules, we, on the day of departure of said steamer, give this our certificate, with the seal of the excellent superior board of health in this island, and in the said port of Havana, the 28th day of May, 1863.

NOTICE.—There are at present a few cases of yellow fever.

The president of board, PEDRO GRAMAZIN.
The doctor of visits, D'N JUAN DE ANASTRA.
The secretary of local board,
[SEAL.] LUIS RAPHAEL CORTES.

Patent of board of health worth four dollars.—No. 5273, F'o.

CONSULATE OF MEXICO IN HAVANA.

I certify that the signatures attached to the within are the true signatures of the president, doctor, and secretary of the board of health, and that full faith and credence should be given to them as such.

NOTICE.—There are at present a few cases of yellow fever in this city.

Havana, May 28th, 1863.

The consul, RAMON S. DIAZ. [SEAL.]

87 Mr. R. Perdrauville, Matamoras:

MON CHER AMI: Je n'ai que le temps de to dire adieu et aux autres et que nous portons tous bien. J'ai recu la lettre de Louise et lieu ai repondu. Je te recommande le Capitaine John J. Pearce, du vapeur Victor, un de mes amis; je te serai oblige si tu pouvais lui donner les informations dont il aurait besoin.

Tout a tri et o tous.

Edriven nous. A. ABOT.

Mr. R. Perdreauville, Matamoras:

MY DEAR FRIEND: I have only time to say to you and the others good-bye, and that we are all well. I have received Louisa's letter and answered it. I recommend to you one of my friends, Captain J. J. Pearce, of the steamer "Victor," and will feel obliged if you are able to give him the information that he requires.

Respects to you and to Louisa.

A. ABOT.

Write us.

CANADA VIA BOSTON AND HAVANA,
*Manchester, 2d May*, 1863.

Chas. Stillman, esq., Brownsville:

DEAR SIR: Since we had last this pleasure on the 1st ult'o, we have been favored with your est'd letters of 9th and 24th February. We have taken due note of their contents, which call for no particular remark. We have now the pleasure to wait on you with account sales of 538 bales cotton pr. "City of the Sultan," producing net £19,167 16*s.* 1*d.*, pr. 1 April, 135 bales cotton, pr. "Geo. A. Philips," producing net £4,625 19*s.* 9*d.*, per 5th June, which, if found correct, please debit us in conformity.

We further hand you statement showing the net profits on the ship-
88 ment pr. "Otto" and "City of the Sultan," amounting together to £12,933 5*s.* 3*d.* According to your instructions, half of this sum, or £6,466 12*s.*, is to be paid over to Messrs. McDowell & Halidays, Liverpool, for ac. of Messrs. B. and D. G. Mills, Galveston; but as the said firm in Liverpool have to account to us for half of net profits on an invoice of cotton pr. "Geo. A. Philips," which half they inform us will amount to about £3,000, we have with their consent paid them over only £3,500 on the 20th April, the balance between us and Messrs. McDowell and Halidays to be adjusted when they have closed their ac. sales.

According to your instructions we were to pay over to Messrs. J. C. im Thurn & Co., London, for ac. of Messrs. Marburg & Foster, New Orleans, out of the proceeds of the shipment pr. "Gipsey Queen," the sum of $3,606. On our inquiring of Messrs. im Thurn & Co., whether any rate of exchange had been mentioned, they informed us that they had no advice whatever of such a payment having to be made to them; and that, in fact, Messrs. Marburg & Foster only owed them a very trifling balance. By common consent we have paid Messrs. J. C. im Thurn & Co. £700, on 24th March, for which please credit us, leaving the balance to be adjusted, when either we shall have more precise instructions from you or they from their correspondents.

We are sorry to inform you that the ship "Frederick" has put into Lisbon, leaky, and is compelled to discharge cargo in order to repair. We have no information as to when she will be able to resume her voyage.

During the greater part of last month the cotton market has been very active, and prices very firmly sustained. However, latterly the tone of the market has become weaker, owing in some part to the apprehensions of hostilities with the United States, on account of the proceedings of their
89 navy. The highest quotation for midd'g New Orleans, to-day, is 21¾ per. lb.

For manufactured goods the market has been very active during the last month, and prices have further advanced. Stocks are getting every day more scarce, as manufacturers hold as yet very much back to increase their production.

Believe us, dear sir, yours, very faithfully,

(S'd) DU FAY & CO.

*Account sale of* 538 *bales cotton received ex "City of the Sultan" from Matamoras, and sold for account of Mr. Charles Stillman, Matamoras.*

| 1862. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Nov. 5. | 20 | bales | I 1st | lbs | 9,184 | lbs., at | 23½ | p. lb. | £899 | 5 0 |
| " 15. | 9 | " | I 3d | " | 3,916 | " | 18 | " | 293 | 14 0 |
| " 22. | 18 | " | A 4th | " | 6,942 | " | 18 | " | 520 | 18 0 |
| " 29. | 18 | " | H 3d | " | 7,048 | " | 18 | " | 528 | 12 0 |
| Dec. 3. | 30 | " | H 2d | " | 12,634 | " | 21½ | " | 1,131 | 15 0 |
| " 9. | 108 | " | [N]2d | " | 49,039 | " | 21 | " | 4,290 | 18 0 |
| " 9. | 25 | " | A 1st | " | 10,856 | " | 23½ | " | 1,062 | 19 0 |
| " 11. | 74 | " | I 2d | " | 33,177 | " | 22 | " | 3,041 | 4 0 |
| " 15. | 53 | " | A 3d | " | 23,216 | " | 21¾ | " | 2,103 | 19 0 |
| " 15. | 41 | " | A 2d | " | 17,856 | " | 22½ | " | 1,674 | 0 0 |
| " 17. | 33 | " | [N]3d | " | 14,292 | " | 19¾ | " | 1,176 | 2 0 |
| " 22. | 32 | " | H 2d | " | 13,878 | " | 22 | " | 1,272 | 3 0 |
| " 24. | 20 | " | H 1st | " | 9,060 | " | 24½ | " | 924 | 17 0 |
| " 24. | 19 | " | I 1st | " | 8,863 | " | 24½ | " | 904 | 15 0 |
| " 22. | Pickings | | | " | 7,112 | " | 12 | " | 355 | 12 0 |
| " 30. | Loose | | | " | 349 | " | 20 | " | 29 | 1 0 |

1863.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Jan. 5. | Loose | | 1,232 lbs., at 20 p. lb. | | | | £102 | 13 | 0 |
| 90 | | | | | | | | | |
| Jan 2. | Ropes | " | 419 | " | 10 | " | 17 | 19 | 0 |
| Mar. 23. | 37 bales [N] 1st | " | 16,833 | " | 22 | " | 1,543 | 0 | 0 |
| Apr'l 6. | 1 " A | " | 358 | " | 20 | " | 29 | 16 | 0 |
| " 9. | Pickings | " | 128 | " | 12 | " | 6 | 8 | 0 |
| | | | | | | | | | £21,909 0 0 |

*Charges.*

| | | | | | | |
|---|---|---|---|---|---|---|
| 1862. | | | | | | |
| Oct. 30. | Dock and town dues, &c..... | | | 22 | 10 | 10 |
| | Freight on 251,042 lbs., | | | | | |
| 1863. | at 1½ p. lb..... | £1,569 | 0 3 | | | |
| Feb'y 7. | Primage..... ..... | 78 | 9 0 | | | |
| | | £1,647 | 9 3 | | | |
| | Less paid on ac. at Matamoras..... .... | 342 | 8 3 | | | |
| | | | | 1,305 | 1 | 0 |
| | Porterage, receiving and delivering, at 1*s.* ea..... | 26 | 18 0 | | | |
| | Porterage, mending canvass and twine. | 114 | 13 10 | | | |
| | Postages, £1 12*s.*; cartage lots and scales, 5*s.*; entry, 2*s.* 6*d.*... | 1 | 19 6 | | | |
| | Fire insurance 1 m'th on £22,000, at 2*s.* 6*d.* per cent..... ..... | 27 | 10 0 | | | |
| | Fire insurance 1 m'th on £20,800, at 2*s.* 6*d.* per cent..... | 26 | 0 0 | | | |
| | Fire insurance 1 m'th on £5,200, at 2*s.* 6*d.* per cent..... | 6 | 10 0 | | | |
| | Fire insurance 3 m'ths on £1,600, at 2*s.* 6*d.* per cent..... | 6 | 0 0 | | | |
| | | 209 | 11 4 | | | |
| | W'house rent..... | 13 | 11 11 | | | |
| | | | | 223 | 3 | 3 |
| | Interest on dues, 153 days..... | 0 | 9 8 | | | |
| | Freight, 53 d'ys ..... | 9 | 9 6 | | | |
| | Charges, 105 d'ys..... | 3 | 3 10 | | | |
| | Against sales..... | | 1 4 | | | |
| | | | | 13 | 4 | 4 |
| | Insurance on £20,300, at 3 per cent..... | £609 | 0 0 | | | |

| | | | |
|---|---|---|---|
| Brought forward | | | £21,909 0 0 |
| Policy | £20 10 0 | | |
| Brokerage and commission, 2½ per cent. | 547 14 6 | | |
| | | 1,177 4 6 | |
| | | | 2,741 3 11 |
| Cash 1st April, '63 | | | 19,167 16 1 |

E. & O. E.

Manchester, 17th April, 1863.

(S'd) DU FAY & CO.

91 *Account sale of* 135 *bales cotton received by "George A. Philips," from Matamoras, and sold for account of Mr. Ch. Stillman, Matamoras, (payment within* 10 *days and* 3 *months.)*

| | | | | |
|---|---|---|---|---|
| 1863. | | | | |
| January 7 | 15 bales, by J. A. Chadwick, 6,449 lbs., at 23½d | | 631 9 0 | |
| January 7 | 10 bales, by J. Wainwright & Sons, 4,410 lbs., at 23½d | | 431 16 0 | |
| January 8 | 15 bales, by J. Wainwright & Sons, 6,330 lbs., at 23½d | | 619 16 0 | |
| Jan'y 12 | 11 bales, by R. & F. Hampson, 4,803 lbs., at 24½d | | 490 6 0 | |
| Jan'y 12 | 1 bale, by R. & F. Hampson, 426 lbs., at 24d | | 42 12 0 | |
| Jan'y 22 | Loose, by R. & R. Tilton, 730 lbs., at 20d | | 60 16 0 | |
| Jan'y 22 | Picking, by P. McMahons & Co., 3,905 lbs., at 12d | | 196 13 0 | |
| Jan'y 22 | Picking, by P. McMahons & Co., wet, 586 lbs., at 6d | | 14 13 0 | |
| Feb'y 28 | Ropes, by James Marland, 51 lbs., at 10d | | 2 2 0 | |
| March 21 | 10 bales, by Moleneux, Taylor & Co., 3,971 lbs., at 21d | | 347 9 0 | |
| March 23 | 15 bales, by R. & R. Silton, 6,526 lbs., at 22d | | 598 4 0 | |
| March 24 | 38 bales, by Moleneux, Taylor & Co., 15,443 lbs., at 21d | | 1,351 5 0 | |
| March 26 | 13 bales, by Robert Platt, 4,927 lbs., at 18d | | 369 10 6 | |
| March 26 | 7 bales, by Robert Platt, 4,821 lbs., at 18d | | 211 11 6 | |
| | | | | £5,368 3 0 |
| | CHARGES. | | | |
| 1862. | | | | |
| Dec'r 17 | Dock and town dues | | £5 12 6 | |
| 1863. | | | | |
| April 18 | Freight on 62,564 lbs., at 3 cents per lb. $1,876 92 | | | |
| | Primage 93 85 | | | |
| | | 1,970 77 at 52 15-16 | 434 13 11 | |
| | Porterage, receiving and delivering, at 1s. each | £6 15 0 | | |
| | Do. mending, canvas and twine | 40 13 7 | | |
| | Fire insurance, 1 month, on £5,400, at 2s. 6d. per cent. | 6 15 0 | | |
| | 3 months, on 2,900, at 2s. 6d. per cent. | 10 17 6 | | |
| | Warehouse rent, 1,395 weeks, at 3s. 4d. per week | 4 7 2 | | |
| | Postages, &c., 5s.; cartage, weight and scales, 3s.; entry, 2s. 6d | 10 6 | | |
| | | | 69 18 9 | |
| | Interest on dues, 2s. 10d.; freights, 57s. 2d.; charges, 20s. 2d.; sales, 13s. 11d | | 4 14 1 | |
| | Commission, brokerage and guarantee, 2½ per cent | | 134 4 0 | |
| | Insurance, £3,000, a 60s. per cent., £90.; policy, £3 | | 93 0 0 | |
| | | | | 742 3 3 |
| | Cash, per 5th June, 1863 | | | £4,625 19 9 |

E. & O. E.

MANCHESTER, 7th April, 1863. DU FAY & CO.

92 *Statement of calculation of net profits on cotton shipments from Matamoras, p'r "Otto" and "City of the Sultan," for account of Mr. Ch. Stillman, Matamoras.*

Account sale of 98 bales cotton per "Otto:"

| | | | |
|---|---|---|---|
| Net proceeds p'r 4 April, 1862 | | £3,677 11 8 | |
| Cost, according to invoice, $6, 843 94. | | | |
| Cash 21st Nov'r, 1862, at 4*s.* 2*d.* per $ | £1,425 16 0 | | |
| Interest to 4 April, 1863, 134 days, at 5 per cent. | 26 3 6 | | |
| | | 1,451 19 6 | |
| Net profit on shipment p'r "Otto" | | | £2,225 12 2 |

| | | | |
|---|---|---|---|
| Brought forward | | | £2,225 12 2 |
| Account sale of 538 bales cotton p'r "City of the Sultan:" | | | |
| Net proceeds p'r 1 April, 1863 | | £19, 167 16 1 | |
| Advance on freight, $1,258 25 and $385 34. | | | |
| In all, p'r 15 Sept'ber, 1862, $1, 643 59, at 4*s.* 2*d.* p'r $ | £342 8 3 | | |
| Interest to 1 April,1 863, 198 days, at 5 per cent. | 9 5 6 | | |
| | | 351 13 9 | |
| | | 18, 816 3 4 | |
| Cost, according to invoice, $38, 342 86. | | | |
| Cash 12 Dec'r, 1862, at 4*s.* 2*d.* p'r $ | £7, 988 1 11 | | |
| Interests to 1 April, 1863, 110 days, at 5 per cent. | 120 7 4 | | |
| | | 8, 108 9 3 | |
| Net profit on shipment p'r "City of the Sultan" | | | 10, 707 13 1 |
| In all | | | 12, 933 5 3 |

HAVANA, 28*th May*, 1863.

Messrs. A. Uhde & Co., Matamoras:

DEAR SIRS: We beg to wait upon you with the shipping vouchers
93 of our consignment to your address pr. bearer, the steamer Victor, amounting to $2,953 53, and 10 barrels kerosen oil, am't'g to $213 61.

We desire an early disposal of these goods, and the proceeds held to our credit.

Per Melville, which is likely to sail for your port shortly, we will address you further, with another shipment.

Meanwhile, we remain, respectfully, yours,

(S'd) HELLBERG & CO.,
By HESTRESP.

Invoice of goods shipped by Hellberg & Co., on board the British st'm'r "Victor," Pearce m'r, for Matamoras for their acc't and risk, and consigned to Messrs. A. Uhde & Co., there.

| | | | |
|---|---|---|---|
| H 1-40. | 40 barrels prime pork, at $20 | | $800 00 |
| | 18 barrels split peas, at $15 | | 270 00 |
| | 18 cases liquors, at $10 | | 180 00 |
| | 5 cajas con. 54 millares tobaco, at $18 50 | | 999 00 |
| | 1 case quinine | | 500 00 |
| | | | 2,749 00 |
| | *Charges.* | | |
| | To export duty on 54 mil., at 75 cts | $40 50 | |
| | To shipping expenses | 92 00 | |
| | | | 132 50 |
| | | | 2,881 60 |
| | Commission, 2½ per cent | | 72 03 |
| | | | 2,953 53 |

E. E. Havana, 27th May, 1863.

HELLBERG & CO.,
By HESTRESP.

94 *Invoice of goods shipped by Hellberg & Co., on board the British st'm'r "Victor," Pearce, m'r, for Matamoras, for their acc't and risk, and consigned to Messrs. A. Uhde & Co. there.*

| | |
|---|---|
| H. Ten barrels oil, 400 gallons, at 50c | $200 00 |
| Charges: Shipping expenses | 8 40 |
| | 208 40 |
| Commission, 2½ per cent | 5 21 |
| | 213 61 |

E. E.
Havana, 27th May, 1863.
(S'd) HELLBERG & Co.,
By HESTRESP.

Shipped, in good order and well conditioned, by Hellberg & Co., in and upon the good British st'm'r called the "Victor," whereof is master for the present voyage Pearce, now lying in the port of Havana, and bound for Matamoras—

| | | |
|---|---|---|
| | H. | Ten barrels oil. |
| $1,800 | H. | Forty barrels prime pork. |
| 90 | H. | Eighteen barrels split peas. |
| ——— | | Eighteen boxes liquors. |
| 1,890 | H. | Five boxes segars. |
| | H. | One case quinine. |

Being marked and numbered as on the margin, to be delivered in the like good order and well conditioned, at the aforesaid port of New York, (dangers and accidents of the seas excepted,) unto Messrs. A. Uhde & Co., or their assigns, on paying freight for the said goods, eighteen hundred dollars in gold per ton of pounds net, Spanish invoice weight, with 5 per
95 cent. primage.

In witness whereof, the master of the said vessel has affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Havana, 27th May, 1863.

Weight and contents unknown.

Goods deliverable at Matamoras Bar, within reach of vessel's tackles.

(S'd) JOHN J. PEARCE.

HABANA, *y Mayo* 27 *de* 1863.

So'r Don Pedro San Roman, Matamoras:

MUY SENOR NUESTRO: Por recomendacion de nuestro mutuo amigo el Sr. Bances de esta plaza nos tomamos la libertad de dirigirle la consignacion de los varios articulos espresados en los documentos que incluimos par partador vapor Ingles "Victor," importanda, $3,251 11.

Deseamos nos realizan dichos efectos a en llegada par dinero cantante remitiendanos el producto en oro por cualquier buque seguro en la carrera de Matamoras a esta.

El importe sea cual fuese esta provisionalmente aseguardo por nosotras lo cual particispamos para su gobierno.

No queremos algodon en cambio de nuestros efectos porque si resultasen ciertos los adelantos de los federales sobre el Mississippi ese articulo se realizara a muy bajos precio.

1007

Tenganos V. al corriente de los articulos convenientes a ese mercado pues siguiremos embarcando por todos los buques que se dirigen a
96 Matamoros.

Esperando que nuestro intereses mereceran su acustombrado atencion nos afrecemos a su ordenes.

E. HEYMANN & CO.

*Factura de 20 cajas te y 26 cajas mercancias que hemos embarcado en el vapor Yngles "Victor," Capitan Pierce, con destino a Matamoros a la consignacion del S'r D'n Pedro San Roman.*

| | | |
|---|---|---|
| H. C. N. Veinte cajas te, peso neto 525 libras a 76 cts | | $339 00 |
| [H] 1. Una cajas conteniendo 2½ doc's ladies' goat lace bortin, at $30 | | 75 00 |
| 3-4. Dos baules conteniendo, 8 doc's zapatos de hombre, at $20 25 | | 162 00 |
| 4. Do. do. do., at $20 55 | | 82 20 |
| 5. Una caja conteniendo alfileres : | | |
| 2, 20, 90 | $18 00 | |
| 3, 48, 70 | 33 60 | |
| 4, 64, 65 | 41 60 | |
| 5, 48, 60 | 28 80 | |
| 6, 40, 57 | 22 80 | |
| 7, 24, 54 | 12 96 | |
| | 157 76 | |
| Menos 15 per cent | 22 88 | |
| | | 134 88 |
| 6. Una caja conteniendo 5 doc's carnisas, at $20 50 | | 102 50 |
| 10 gr's botones cobre, at 30 cts | $3 00 | |
| 5 gr's jabon, $1 30 | 6 50 | |
| 1 gr's ganchos | 5 00 | |
| 5 gr's dedales, at $1 10 | 5 50 | |
| 1 gr's peines bolsillo | 6 50 | |
| 12 doc's peines marfil | 22 20 | |
| 97 8 " " hueso | 7 60 | |
| 1 gr's " alisar | 11 00 | |
| 6 gr's ganchos | 9 00 | |
| 2 gr's peinetas | 7 00 | |
| 1 gr's peines 3 pulgadas | 6 50 | |
| 6 doc's peines alisar, at $110 | 6 60 | |
| 12 doc's peines grandes, at $1 50 | 18 00 | |
| | | 114 40 |
| [H] C. 1-2. Dos cajas conteniendo— | | |
| 120 pares zapatos p'a hombre, at $1 20 | | 144 00 |
| 3. 12 pares botas, at $4 50 | | 54 00 |
| 9. 24 pares zapatos, at $1 30 | | 31 20 |
| 21. 6 doc's sombreros castor, at $15 50 | | 93 00 |
| 23. 8 doc's zapatos s'ra, at $16 54 | | 132 30 |
| 386 doc's peines finos, at $1 15 | | 433 90 |
| 10 cajas peines de a 100, at $3 50 | | 35 00 |
| 12 doc's pipas, at $6 25 | | 75 00 |
| 95 doc's panuelos surtidos, at $2 30 | | 218 75 |
| 4 1-6 doc's camisas de nina, at $7 50 | | 31 26 |
| 8½ doc's camisas de hombre, at $18 47 | | 157 00 |

| | | |
|---|---|---|
| 12 doc's cuellos, at $1 20 | | $15 00 |
| 26. 10⅓ doc's zapatos surtidos, at $10 31½ | | 106 52 |
| 3 doc's zapatos surtidos, at $6 60 | | 19 80 |
| 10 to 24. Catorce cajas con 28 doc's cardas para algodon, at $18. | | 504 00 |
| | | 3, 130 71 |
| Gastos : 2 baules y cajas | $23 63 | |
| Seguros | 86 77 | |
| Poliza, conocimiento, &c | 10 00 | |
| | | 120 40 |
| | | 3, 251 11 |

Pp. E. HEYMANN & CO., FEMES.

*Translation of foregoing letter and invoice.*

HAVANA, 27*th May*, 1863.

Pedro San Roman, Esq., Matamoras:

98 DEAR SIR : By recommendation of our mutual friend Mr. Bances, of this market, we take the liberty of directing to your consignment the sundry articles specified in the enclosed documents per bearer, the British steamer "Victor," amounting to $3,251 11.

We desire you should realize these goods upon arrival for ready cash, remitting us the proceeds in gold by any of the legal trading vessels in the Matamoras line. The amount, whatever it may be, is provisionally insured by ourselves, which we report for your government.

We do not want cotton in exchange of our goods, as, should the advance of the Federals on the Mississippi be confirmed, the article will command very low prices.

Keep us posted upon the state of your market for the articles required, as we may keep shipping by every vessel going to Matamoras.

Hoping our interests will deserve your accustomed attention, we offer ourselves at your order.

E. HEYMANN & CO.

*Account of 20 boxes tea and 26 boxes merchandise, which we have shipped on board the English steamer "Victor," Captain Pierce, bound to Matamoras, consigned to Messrs. Pedro San Roman.*

| | | | |
|---|---|---|---|
| H. C. N. 20 boxes tea, nett weight 525 lbs., at 76 cts. | | | $399 00 |
| [H] 1. 1 box, cont'g 2½ doz. ladies' goat lace bortin, at $30 | | | 75 00 |
| 3-4. 2 trunks, cont'g 8 doz. men's shoes, at $20 25 | | | 162 00 |
| 4 doz. do. do., at $20 55 | | | 82 20 |
| 5. 1 box, cont'g pins : | | | |
| 2, 20, 90 | | $18 00 | |
| 99 3, 48, 70 | | 33 60 | |
| 4, 64, 65 | | 41 60 | |
| 5, 48, 60 | | 28 80 | |
| 6, 40, 57 | | 22 80 | |
| 7, 24, 54 | | 12 96 | |
| | | 157 76 | |
| Less | | 22 88 | |
| | | | 134 88 |

| | | |
|---|---|---|
| 6. 1 box, cont'g— | | |
| 5 doz. shirts, at $20 50 | | $102 50 |
| 10 gross copper buttons, at 30 cts | $3 00 | |
| 5 gross soap, at $1 30 | 6 50 | |
| 1 gross hooks | 5 00 | |
| 5 gross thimbles, at $1 10 | 5 50 | |
| 1 gross pocket combs | 6 50 | |
| 12 doz. ivory combs | 22 20 | |
| 8 doz. bone combs | 7 60 | |
| 1 gross India-rubber or Alisar combs | 11 00 | |
| 6 gross hooks | 9 00 | |
| 2 gross combs, (small) | 7 00 | |
| 1 gross combs, three inches | 6 50 | |
| 6 doz. Alisar combs | 6 60 | |
| 12 doz. Alisar combs, (large) | 18 00 | |
| | | 114 40 |
| [H] C. 1-2. 2 boxes, cont'g— | | |
| 120 p'rs. mens shoes, at $1 20 | | 144 00 |
| 3. 12 p'rs boots, at $4 50 | | 54 00 |
| 9. 24 pairs shoes, at $1 30 | | 31 20 |
| 21. 6 dozen beaver hats, at $15 50 | | 93 00 |
| 23. 8 dozen ladies' shoes, at $16 54 | | 132 30 |
| 386 dozen fine combs, at $1 15 | | 443 90 |
| 10 boxes fine combs of 100, at $3 50 | | 35 00 |
| 12 dozen pipes, at $6 25 | | 75 00 |
| 95 dozen assorted handkerchiefs, at $2 30 | | 218 75 |
| 4 1-6 dozen girls' shirts, at $18 47 | | 31 26 |
| 8½ dozen men's shirts, at $18 47 | | 157 00 |
| 12 dozen collars, at $1 20 | | 15 00 |
| 26. 10⅓ dozen assorted shoes, at $10 31½ | | 106 52 |
| 3 dozen assorted shoes, at $6 60 | | 19 80 |
| 10-24. 14 boxes with 28 doz. cordages for cotton, at $18 00 | | 504 00 |
| | | 3,130 71 |
| Expenses : 2 trunks and boxes | $23 63 | |
| Insurance | 86 77 | |
| Registry, receipts, &c | 10 00 | |
| | | 120 40 |
| | | 3,251 11 |

Pp. E. HEYMAMM & CO., FEMES.

Shipped, in good order and well conditioned, by E. Heymann & Co., on board the British steamer called the Victor, whereof Pearce is master, now lying at the port of Havana, and bound for Matamoras :

| | |
|---|---|
| H. C. N. | Twenty cases tea, |
| [H]c. 1-3, 9, 2, 3, 26, 21, 10-24 | Twenty-one cases merchandise, |
| [H] 1. 3-6. | Five " " |

being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of Matamoras (the dangers of the seas excepted) unto Mr. Pedro San Roman, or to his assigns, he or they paying freight for the said twelve hundred dollars, in gold, with five pr. ct. primage and average accustomed.

In witness whereof, the master or purser of the said vessel
$1,200 00 has affirmed to four bills of lading, all of this tenor and date, one
60 00 of which being accomplished, the others to stand void.
Dated in Havana, the 27th day of May, 1863.
$1,260 00 Goods deliverable at Matamoras Bar, within reach of vessel's tackles.
(S'd) JOHN J. PEARCE.

101 *Registro No.* 703.—*Poliza No.* 1.—£7,475.

Sr. Administrador General: Hellberg y Ca. a V. S. piden se incluya en partida de registro del que tiene abierto para Matamoros vapor Ingles "Victor," su Capitan Pearce, lo siguiente:
131 ciento treinta y un sasos eniguer.
40 cuarenta barriles carne puerco.
18 diez y ocho idem chicharos.
18 diez y ocho rajas licores.
Habana, y Mayo 22, 1863.
P'r d' chos s'rs,
(S'd) LUIS MOJARRIETA.

Embarguen con conocim'to del s'or insp'r de muella f'ha ut supra
NOGUERA.
Caball'er.
ESCOBAR.
Conpl. no adenda d'hos.
PALAEZ.

*Register No.* 703.— *Police No.* 1.— £7,475.

Administrator General: Hellberg & Co. begs your honor to deliver a permit for the sailing of the English steamer "Victor," Captain Pearce, bound to Matamoros, with the following:
131 one hundred and thirty-one sacks.
40 forty barrels pork meat.
18 eighteen barrels dried meat.
18 eighteen boxes liquors.
Havana, May 22d, 1863.
For the firm, LUIS MOJARRIETA.

102 Permission is given to the said steamer to sail from this port, dated as above.
NOGUERA.
Caball'er.
ESCOBAR.
Completed with no debts. PALAEZ.

*Registro de salida No.* 703—*Poliza No.* 2.

Sinlay y Desremine embarca para Matamoros en vapor Ingles "Victor," capitan que se halla con registro abierto para dicho destino con el numero de su encabezamiento, los generos que se espresaran existentes en los almacenes de deposito de su pertenencia segun el reconocimiento que se ha practicado para el pago de los derechos de salida, cuya entrada en los referidos almacenes se hizo bajo los datos siguientes:
Manifiesto No. 918, del Ba'n Ing's Madeira:
[F] D. Diez barriles aceite de carbon con dos mil quinientos treinta libras.
Habana, y Mayo 22, '63.
SINLAY & DESREMINE.

E conf'e con la pauna cuq's courta quedan abonado el dia de salida deldep'to.
Habana, Mayo 23, 1863.

NOGUERA.

Santa De Esterg.

*Outward register No.* 703.—*Police No.* 2.

Sinlay & Desremine shipped in the English steamer "Victor," Captain Pearce, duly bound to Matamoros with a list of his cargo for the said port, goods, of which on examination all duties were paid, as well as the
103 parts of those taken from the custom-house stores, and we now give a list of their entries in said stores under their respective dates, as follows:

Manifest No. 918 of the English brigantine Madeira:

[F] D. Ten barrels kerosene oil, two thousand five hundred and thirty pounds.

Havana, May 22d, 1863.

SINLAY & DESREMINE.

This with the other register gives permission to the said steamer to set sail from this department.
Havana, May 23d, 1863.

NOGUERA.

Santa De Esterg.

*Registro de salida No.* 703.—*Poliza No.* 3.

E. Haymann y Ca. embarca para Matamoros en el vapor Yngles "Victor" su Capitan Pearce que se halla con registro abierto para dicho destino con el numero de su encabezamiento, los generos que se expresaran existentes en los almacenes de deposito, de su portenencia, segun el reconocimiento que se ha practicado para el pago de los derechos de salida, cuya entrada en los referidos almacenes se hiz bajo los datos siguientes:

*Manifesto* 415.—*Frag't Engl., C. N., de Liverpool.*

| | | |
|---|---|---|
| B1-6 | 6. | Seiscascos carbonato de sosa con peso neto cada unode mil cuatro cientas treinta y dos libras. |
| H. C. N. | 20. | Veinte bultos de con peso de quinientas y cinco libras. |

*Manifesto* 824.—*Vap'r Am'o Morning Star, de New York.*

| | | |
|---|---|---|
| [H]c | 5. | Cinco cajas conteniendo juntas, noventa pares de zapatos |
| 1, 2, 9, 23, 26. | | para senora, sesenta para nina y sesenta pares para hombre. |
| 3 | 1. | Una caja con diez y siete pares de botas para hombre. |
| 21 | 1. | Una caja con seis docenas sombreros Hongos. |
| 10-24 | 14. | Catorce cajas conteniendo juntas veinte y ocho docenas de pares cardas para algodon. |

104 *Manifesto* 849.—*Vap'r Am'o Roanoke, de New York.*

| | | |
|---|---|---|
| [H]1 | 1. | Una caja con sesenta pares zapatos para senora. |
| 3-4 | 2. | Dos baules conteniendo cada uno sesenta y dos pares de zapatos para hombre. |
| 5 | 1. | Una caja con docientas treinta libras alfileres regulares. |
| 6 | 1. | Una caja conteniendo ocho docenas camisetas de lane y treinta grocesas peines de alizar de hueso. |

E. HEYMANN & Co.

Habana, y Mayo 23, '63.

*Outward register No.* 703.—*Police No.* 3.

E. Heymann & Co. shipped, in the English steamer "Victor," Captain Pearce, duly bound to Matamoros, with a list of his cargo for the said port, goods which, on examination, all duties were paid, as well as the parts of those taken from the custom-house stores.

We now give a list of their entries in the said stores, under their respective dates, as follows:

*Manifest* 415.—*English frigate, "C. N.," from Liverpool.*

B 1-6. 6 six kegs carbonate soda, net weight of each keg, one thousand four hundred and thirty-two pounds.

H 20 twenty packages of tea, weighing five hundred and five pounds.
C N.
1,2,9,23,26.

*Manifest* 824.—*American steamer "Morning Star," from New York.*

[H]C 5 five boxes containing ninety pairs ladies' shoes, sixty pairs for children, and seventy pairs for men.
3 1 one box c'g seventeen pairs of men's boots.
21 1 one box with six dozen sponge hats.
10-24 14 fourteen boxes, cont'g twenty-eight doz. cards for cotton.

*Manifest* 849.—*American steamer "Roanoke," from New York.*

[H]1 1 one box with sixty pairs ladies' shoes.
3-4 2 two trunks, each cont'g seventy-two pairs men's shoes.
5 1 one box cont'g two hundred and thirty pounds regular pins.
6 1 one box cont'g eight doz. shirts, (Laine,) and thirty gross Alizar bone combs.

(S'd) E. HEYMANN & Co.
Havana, May 23, 1863

105 *Registro No.* 703.

[SEAL.] Don Agustin Banqueri de Prada, adm'or g'ral de prentas maritimos, y Don Jose Ma. Noguera, contador de la misma por S. M.:

Certificamos que con las debidar formalidades se h'ce embarcado en el vapor Ingl's Victor su Capt. Pearce, con destino a Matamoros lov pubo y efectos que constan en lastres polisas originales por las cuales se han satisfecho sus correspondientes derection y se embrega este registro cerrado y sellado al capitan pa. g'l lo presente al s'r adm'or de la aduana del puerto de ha destino. Habana, y Mayo 28, veinte y ocho de mil ochocientos sesento y tres.
P. O.

JOSE M. NOGUERA.

*Register No.* 703.

Sir Agustin Banqueri de Prada, collector general of customs, and Jose Maria Noguera, account clerk for the same of her majesty:

We certify that with due formalities were shipped on board the English steamer Victor, Capt. Pearce, bound to Matamoras, the fruits and cargo of goods as stated in the two original police registers, which correspond and are correct, and for which all dues have been paid; moreover, this register is delivered to the said captain, closed and sealed, so that he may present it to the collector of customs in the port above mentioned.

Havana, May 28th, 1863.
(S'd) JOSE M. NOGUERA.

Afterwards, to wit, on the seventh day of July, in the year aforesaid, John J. Pearce, master and claimant of the said steamer Victor, and Bernardo Mieras y Pellicier, the attorney in fact of Hellberg & Co., and E, Heymann & Co., owners of the cargo of said steamer, by J. R. Beckwith, esquire, their proctor and advocate, filed their respective claims and exhibits in the words and figures following, to wit:

District court o fthe United States for the southern district of Florida, in admiralty.

THE UNITED STATES
*vs.*
THE BR. ST'MR VICTOR, HER TACKLE, &C. } Claim.

106 Into the court now here comes John J. Pearce, and saith that he is a lawful subject of her majesty the queen of England; that he was born in Ireland, in the kingdom of Great Britain, and that he has never owed his allegiance to any other nation, people, potentate, or power. And he further saith that he resides in the city of Havana, in Cuba, and has resided there during the two years now last past. And he further saith that he is the sole and exclusive owner of the English steamer Victor, her tackle, machinery; that he is not an alien enemy of the United States, and that no other person or persons whatever possess any right, title, or interest, either direct or contingent, legal or equitable, in or to said steamer, her tackle, &c., and that he is entitled to the possession and control thereof; that said steamer at the time of her capture did, still does, and if, restored, will belong to this claimant as aforesaid. And he further saith that he denies that said steamer is a lawful prize of war, as alleged in the libel in this cause.

Wherefore and by reason of the premises, this claimant claims the said steamer Victor, her tackle, &c., and machinery, and prays that the same may be restored to him upon the final hearing of this cause, and further prays that the court will award unto this claimant such a sum of money as shall be a full indemnity for all the loss and damage that this claimant shall appear to have suffered by reason of said illegal capture and detention. And will ever pray, &c.

(S'd) JOHN J. PEARCE.
(S'd) J. R. BECKWITH, *Claim'ts' Proctor.*

107 SOUTHERN DISTRICT OF FLORIDA, *ss:*

John J. Pearce, having been duly sworn, deposeth and saith that he is the claimant named in the foregoing claim; that he knows the contents thereof, and that the same are true in manner and form as therein set forth. And he further saith that the said steamer Victor is the sole and exclusive property of this deponent; that he acquired his title thereto by purchase; that this deponent purchased said steamer on or about the 20th day of May last in Havana, of one Pablo Parets, a resident of the city of Havana aforesaid, and who was not at that time, nor has he to the knowledge of this deponent ever been, an enemy of the United States; that the document hereto attached marked A is a true and correct copy of the bill of sale executed by the said Pablo Parets, conveying title to this deponent; that the same contains a true statement of the contract of purchase made by this deponent with the said Pablo Parets, her former owner; and that the same is true and genuine, and is not false or colorable in any respect; that this deponent paid for said steamer the sum named in said bill of sale. And he further saith that at the time of the capture of said steamer this deponent was not residing in that portion of the United States now under the control of the

so-called Southern Confederacy, nor was he connected in business with any person residing in said territory. And he further saith that at the time of the capture of the said steamer this deponent had left Havana in command of the said steamer, and was bound on a voyage to the port of Mata-
108 moras, in Mexico; that he left the port of Havana about the hour of five o'clock p. m., on the 28th day of May, 1863, and within one hour after he had left Havana, and when within two miles from and in the vicinity of that portion of the Cuban coast called the Charrara, distant about six miles from the Moro Castle, at the entrance of the harbor of Havana, the said steamer was boarded by an armed boat from the United States sloop-of-war Juniata; that the voyage of said steamer was arrested; that the officer in command of the boarding party, after examining the papers of said steamer, commenced breaking open boxes of tea by smashing them open; that this deponent asked him to desist destroying the cases and scattering the contents, and informed said officer that if he desired to examine the contents of any package on said steamer, this deponent would furnish him with an auger with which he could examine the contents of any package without destroying or damaging the contents thereof, but with oaths profane and violent language, the said officer refused to desist, and continued breaking open boxes of tea and other cases of merchandise of the cargo. And this deponent saith that said steamer was truly and verily bound to the port of Matamoras, in the republic of Mexico, and had no intentions of entering or attempting to enter any of the ports blockaded by the naval forces of the United States; that he had on board at the time of his capture a Mexican mail, delivered to him by the Mexican consul at Havana, and which mail
109 this deponent contracted to deliver at Matamoras, in Mexico; that the matters and statements contained in the certificates of the Mexican consul at Havana, and hereto attached, are in all respects true of this deponent's own knowledge; that he received the cargo of the said Victor on freight, and that the bills of lading on board said steamer at the time of her capture contains a true statement of the rate of freight; money to be paid this deponent on delivery of said goods at Matamoras Bar, and the true destination of said cargo. And further deponent saith not.

(S'd) JOHN J. PEARCE.

Sworn to before me this 7th day of July, 1863.

(S'd) GEORGE D. ALLEN, *Clerk.*

No. 1 A.

Bill of sale of steamship Hero, of New York, 100 76-95 tons, was executed at the United States consulate, at Havana, the 30th April last, by Augustus C. Allen, in favor of Pablo Parets, for sixteen thousand dollars, ($1,600 00.)

*Bill of sale.*

Name of ship, Hero; where built, foreign; port of registry, Philadelphia; how prop'd, by steam; number of decks, one; number of masts, two; rigged, steamship; stern, square; build, carvel; gallery, none; head, none; framework, wood.

Measurement: Length, 86 feet 8-10; breadth, 18 feet; depth, 7 feet; length of engine room —— ; engine, combined power.

Tonnage: Am. measurement, 100 76-95 tons.

I, the undersigned, Pablo Paret, sole owner of the sixty-four sixty
110 fourth shares in the steamship above particularly described, in consideration of sixteen thousand dollars paid to me by John James Pearce, do hereby transfer unto the said John James Pearce and heirs the

said shares. And further, I, the said Pablo Parets, for myself and heirs, covenant with the said John James Pearce and assigns, that I have power to transfer in manner aforesaid the said shares, and that the same are free from incumbrance.

In witness whereof, I hereunto sign my name and affix my seal, at Havana, this twentieth day of May, in the year 1863.

(Signed) PABLO PARETS.

Executed and subscribed by the above named.

(Signed) JOHN V. CRAWFORD,
*Acting Consul General in Cuba.*

I do hereby certify that the foregoing document is a true and faithful copy, word for word, compared with the original bill of sale on record in this consulate.

British consulate general, Havana, July 1st, 1863.

[SEAL.] (S'd) JOHN V. CRAWFORD,
*Acting Consul General in Cuba.*

No. 2. .

Ramon S. Diaz, consul de Mexico en la Habana:

Certifico que en 28 del mes pp'o entregue al capitan del vapor Ingles Victor, John J. Pearce, despartrado legalmente por esta oficino para el puerto de Matamoros la califa sellada que con tenia los correspondencia de este
111 consulado y alguno del de los E. E. U. U. en esta plaza.

Certifico igualmente que habiendo sabido que dicho vapor va sido de tenido por los autoridades de dichos estados en su navegacion de este puerto al de Matamoros me hi dirigido hoy al consul de los mismo en esta capital para que ordenare la devolviesen a esta y me fuese intregada la referida correspondencia.

En fe de lo cual y a petricion del capitan John J. Pearce libro la presente.

Habana, Juin 25, 1863.

[SEAL.] (S'd) RAMON S. DIAZ.

*Translation of Document No. 2.*

Ramon S. Dias, consul of Mexico in Havana:

I certify that on the 28th of May last I handed to Captain John J. Pearce, of British st'm'r Victor, legally dispatched by this office for the port of Matamoras, a sealed mail bag containing the correspondence of this consulate, as well as a correspondence of the consulate of the U. S. of America in Havana.

I further certify that having heard of the said British st'm'r Victor having be. detained by the U. S. authorities in her navigation from this port to that of Matamoras, I have this day directed a communication to the U. S. consul to the effect of having the above-mentioned correspondence return me.

112 In faith of which, and at the request of Capt. John J. Pearce, I issue the present in Havana, the 25th June, 1863.

(Signed) RAMON S. DIAZ.

Know all men by these presents that we, Charles Hellberg, sole managing partner of the mercantile firm of Hellberg & Company, of Havana, and E. Heymann, sole managing partner of the mercantile firm of E. Heymann & Company, of Havana, have respectively nominated and appointed, and by these presents do constitute and make, Bernardo Mieras y Pellicier the attorney in fact of our said firms, and we hereby authorize him, our said attorney,

for us and in our names, or in the names of our firms aforesaid, to ask, demand, sue for, and by all lawful ways and means recover and receive of and from any person or persons, authority or authorities, in whose custody or possession the same may be, the goods, wares, and merchandize shipped at Havana by our said firms upon the British steamer Victor, bound to Matamoras, and which steamer, with her cargo, were captured by the U. S. cruiser Juniata and sent into Key West, where they now are, subject to the action of the United States prize court; also to ask, demand, sue for, recover, and receive all damages, costs, charges, and expenses that have already arcrued, or may or shall hereafter accrue, to our said firms in consequence of the capture and detention of our said goods, wares, and merchandize so shipped by us upon the British steamer Victor; also, if need be, to
113 appear before all judges and justices in any court or courts, there to do all and everything that may be requisite or necessary to obtain possession for us of the goods, wares, or merchandize aforesaid, and of all damages or other monies that may be awarded to us; also to compound, compromise, conclude, and agree for the same, as our said attorney shall think fit; and generally to do, execute, and perform all and whatsoever shall be requisite or necessary, in as full and ample manner to all intents and purposes as we might or could do if acting for ourselves. And we hereby ratify and confirm all and whatsoever the said attorney shall lawfully do for our firms aforesaid by virtue of these presents.

In witness whereof, we hereto subscribe our respective signatures and affix our respective seals, at Havana, this thirtieth day of June, eighteen hundred and sixty-three.

(S'd) CH'S HELLBERG.
" E. HEYMAN.

Signed, sealed, and delivered in the presence of—
S. W. WOLCOTT.
LUIS MAJANIETA.

Consulate General of the United States of America, Havana, Cuba.

On the day of the date hereof, before me, Thomas Savage, vice consul general and acting consul general of the United States of America for Havana and the dependencies thereof, personally came and appeared Charles Hellberg, sole managing partner of the firm of Hellberg & Company, of Havana, and E. Heymann, sole managing partner of the firm of E. Heymann &
114 Company, of Havana, both well known to me to be the same persons described in and who executed the foregoing letter of attorney, and each of them acknowledged that he signed, sealed, and delivered the said letter of attorney as his free act and deed, as well as the free act and deed of his firm.

Given under my hand and seal of office, at Havana, this thirtieth day of June, A. D. eighteen hundred and sixty-three.

[SEAL.] (S'd) THO'S SAVAGE.

District court of the United States for the southern district of Florida, in admiralty.

THE UNITED STATES
*vs.*
THE CARGO OF THE ENGLISH STEAMER VICTOR. } Prize.

Into the court now here comes Bernardo Mieras y Pellicier, and saith that he is the duly nominated, appointed, and lawful attorney in fact of that firm of merchants residing and doing business in the city of Havana, in Cuba, known as Hellberg & Company, and of the firm of merchants, also residing in Havana aforesaid, known as E. Heymann & Company, with full power and

authority, as more fully and at large appears by their act and instrument in writing, hereto attached and made a part hereof. And he further saith that by virtue of the power and authority in him vested by said power of
115 attorney, he now comes into this court and saith that the said firm of Hellberg & Company is composed of two members. Charles Hellberg, who is a native of Gennoa, is the sole managing partner of said firm, and Angel G. Moreno, a native of Spain, and a subject of the queen thereof, is a silent or special partner; that neither of said persons are alien enemies of the United States, and that they have no branch houses or mercantile connexion with merchants or persons residing or doing business in territory now occupied by the enemies of the United States. And he further saith that the said Hellberg & Co. are the sole and exclusive owners of that portion of the cargo of the English steamer Victor named, mentioned, and described in the several papers hereto attached and made a part hereof, to wit, invoice, bill of lading, and letter of instructions directed to Messrs. A Uhde & Co., Matamoras, Mexico; that all of said goods and merchandize are the sole and exclusive property of the said firm of Hellberg & Co., and that no other person or persons have any right or title therein, either legal or equitable; and he saith that the said Hellberg & Co. are entitled to the possession and control thereof. And he further saith that he denies that the said goods and merchandize above described are a lawful prize of war.

Wherefore, by reason of the premises, he, for and in behalf of the said Hellberg & Company, by virtue of the power vested in him by said power of attorney, claims all of said goods and merchandize, and prays that
116 the same may be restored to their possession and control, and further that the court order such proceedings to be had and taken, in accordance with the rules and practice of this court, as shall be necessary to determine and ascertain the amount of damage that the said Hellberg & Co. have suffered by reason of the illegal capture and detention of the said goods and merchandize, and that when so ascertained, that the court award unto them such sum of money as shall be full indemnity for all such damage and loss. And will ever pray, &c.

(S'd) BERNARDO MIERAS Y PELLICIER.
(S'd) J. R. BECKWITH, *Claim'ts' Proctor.*

Invoice of goods shipped by Hellberg & Co., on board the Brit. st'm'r Victor' Pearce, m'r, for Matamoras for their acc't and risk, and consigned to Messrs. A. Uhde & Co. there.

| | |
|---|---|
| H. Ten barrels oil, 400 gallons, at 50c..... | $200 00 |
| Charges: Shipping expenses..... ..... | 8 40 |
| | 208 40 |
| Commissions, 2½ per cent..... | 5 21 |
| | 213 61 |

E. E. Havana, 27th May, 1863.
(S'd) HELLBERG & CO.

We hereby solemnly declare that the above invoice is just and true, and that the merchandize therein mentioned is our own property.
Havana, 23d June, 1863.
(S'd) HELLBERG & CO.

Declared before me.
[SEAL.] (S'd) JOHN V. CRAWFORD,
*Acting Consul General in Cuba.*

117 Invoice of goods shipped by Hellberg & Co., on board the Brit. st'm'r Victor, Pierce, m'r, for Matamoras, for their acc't and risk, and consigned to Messrs. A. Uhde & Co. there.

| | | |
|---|---|---|
| H 1-40.—40 barrels prime pork, $20 00 | | $800 00 |
| 18 barrels split peas, $15 00 | | 270 00 |
| 18 cases liquors, $10 00 | | 180 00 |
| 5 cases with 54 M segars, $18 50 | | 999 00 |
| 1 case quinine | | 500 00 |
| | | 2,749 00 |
| Charges: | | |
| To export duty on 54 M c., 75 c | $40 50 | |
| To shipping expenses | 92 00 | |
| | | 132 50 |
| | | 2,881 50 |
| Commission, 2½ per cent. | | 72 03 |
| | | 2,953 53 |

E. E. Havana, 27th May, 1863.
(S'd) HELLBERG & CO.

We hereby solemnly declare that the above invoice is just and true, and that the merchandize therein mentioned is our own property.
Havana, 23d June, 1863.
(S'd) HELLBERG & CO.
Declared before me.
(S'd) JOHN V. CRAWFORD,
[SEAL.] *Acting Consul General in Cuba.*

Shipped in good order and well conditioned, by Hellberg & Co., in and upon the good British st'm'r called the Victor, whereof is master for
118 the present voyage Pearce, now lying in the port of Havana, and bound for Matamoras—
H. Ten barrels oil,
H. Forty barrels prime pork,
H. Eighteen barrels split peas, eighteen boxes liquors,
H 1-5. Five boxes segars, one case quinine,
being marked and numbered as on the margin, to be delivered in the like good order and well conditioned at the aforesaid port of Matamoras (dangers and accidents of the seas excepted) unto Messrs. A. Uhde & Co., or their assigns, on paying freight for the said goods eighteen hundred dollars in gold per ton of pounds net Spanish invoice weight, with 5 per cent. primage. In witness whereof, the master of said vessel has affirmed to four bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

| | |
|---|---|
| $1,800 00 | |
| 90 00 | |
| 1,890 00 | |

Havana, 27th May, 1863.
Weight and contents unknown. Goods deliverable at Matamoras Bar within reach of vessel's tackles.
(S'd) JOHN J. PEARCE.

HAVANA, 28*th May*, 1863.

Messrs. A. Uhde & Co., Matamoras:
GENTLEMEN: We beg to wait upon you with the shipping vouchers of our consignment to your address, per bearer the steamer Victor, amounting to $2,953 53.

119 We desire an early disposal of these goods, and the proceeds held to our credit.

Per Melville, which is likely to sail for your port shortly, we will address you further with another shipment. Meanwhile we remain, respectfully, yours,

(S'd) HELLBERG & CO.

Herewith invoice oil, amounting to $213 61.

District court of the United States for the southern district of Florida, in admiralty.

THE UNITED STATES
vs.
THE CARGO OF THE ENGLISH STEAMER VICTOR. } Prize claim.

Into the court now here comes Bernardo Mieras y Pellicier, and saith that he is the lawfully appointed and duly constituted attorney in fact of the firm of merchants residing and doing business in the city of Havana, Cuba, known as E. Heyman & Company, as more fully and at large appears by their power of attorney hereto attached; and he saith that the said firm is composed of Enrique Heymann, the sole managing partner, who is a native and subject of Germany, and Caridad Temes, a special partner, who is a native and subject of Spain; that the persons above named are the sole partners of said firm, and that they reside and transact business in the city of Havana, Cuba, and have no other place of business; that they are
120 not enemies of the United States, and were not at any time concerned in business in territory occupied by the enemies of the United States; and he saith that at the time of the capture of the steamer Victor they were and still are the sole owners and entitled to the possession of that portion of the cargo of the steamer Victor named, mentioned in the invoice, bill of lading, and letter of instruction hereto attached and made a part hereof; that no other person or persons whatsoever have any right, title, or interest in or to said articles of merchandize, either legal or equitable, direct or contingent. And he further saith that the said firm of E. Heymann & Co. are entitled to the possession and control of the same, and if restored will belong to them. And he further saith that he denies that said goods and merchandise are lawful prize of war.

Wherefore, by reason of the premises and by virtue of his power aforesaid, this claimant, for and in behalf of the said owners, E. Heymann & Co., claims the said above-described articles of merchandize, and prays that the same may be restored to the said E. Heymann & Co., and that the court will order such proceedings to be taken, in compliance with the rules and practice of this hon. court, as shall be necessary to determine and ascertain the full amount of damage sustained by the said owners of said goods and merchandize by reason of the acts of the captors and the illegal capture and detention of said merchandize, and that when said damages are so
121 ascertained the court will award unto said owners such sum of money as shall fully indemnify them therefor. And will ever pray, &c.

(S'd) BERNARDO MIERAS Y PELLICIER.

Sworn to before me this 7th day of July, 1863.

(S'd) GEORGE D. ALLEN, *Clerk.*

*Translation of annexed copy, which is a press copy of original letter forwarded by E. Heymann & Co., per Victor.*

Per Victor. HAVANA, 27*th May*, 1863.

Pedro San Roman, Esq., Matamoras :

DEAR SIR: By recommendation of our mutual friend, Mr. Bances, of this

market, we take the liberty of directing to your consignment the sundry articles specified in the enclosed documents, per bearer, the British steamer Victor, amounting to $3,251 11.

We desire you should realize these goods upon arrival for ready cash, remitting us the proceeds in gold by any of the legal trading vessels in the Matamoras line. The amount, whatever it may be, is provisionally insured by ourselves, which we report for your government.

We do not want cotton in exchange for our goods, as should the advance of the Federals on the Mississippi be confirmed, the article will command very low prices.

122 Keep us posted upon the state of your market for the articles required, as we may keep shipping by every vessel going to Matamoras.

Hoping our interest will deserve your accustomed attention, we offer ourselves at your order.

(Signed) E. HEYMANN & CO.

HABANA, 27 *Mayo* 27 *y de* 1863.

Sor D'n Pedro San Roman, Matamoras:

MUY SENOR NUESTRO: Por recommendacion de nuestro mutuo amigo, el Sr. Bances de esta plaza nos tomamos la libertad de dirigirle la consignacion de los varios articulos espresados en los documentos que incluimos por partaton vapor Ingles Victor, importando $3,251 11.

Deseamos nos realizan dichos efectos a en llegada por dinero cantante remitiendanos el producto en oro por cualquier buque seguro en la carrera de Matamoras a este.

El importe sea cual fuese esta provisionalmente asegurado por nos otros lo cual participamos para su gobierno.

No queremos algodon en cambio de nuestros efectos parque si resultasen ciertos los adelantos de los Federals sobre el Mississippi p'r ese articulo se realizara a muy bejos.

Tenganos V. al carriente de los articulos convenientes a ese mercado pues siguiremos embarcado por todos los buques que se dirijen a Matamoras.

Esperando que nuestros intereses mereceren en acustombrado atencion nos afrecemos a su ordenes.

E. HEYMANN & CO.

123 Invoice of 44 boxes merchandise shipped per British steamer Victor, by E. Heyman & Co., to the consignment of Pedro San Roman, esq., of Matamoras.

| | | |
|---|---|---|
| C N No. 1–20. | Twenty boxes tea, 525 lbs., at 76 c | $399 00 |
| [H.] 1–2. | Two boxes, 120 pairs men's shoes, at 1 20 | 144 00 |
| 3. | One box, 12 ditto, 4 50 | 54 00 |
| 9. | One box, 24 ditto, 1 63 | 31 20 |
| 21. | One box, 6 doz. hats, 15 50 | 93 00 |
| 23. | One box, 96 pairs shoes, 1 38 | 132 30 |
| | 386 doz. combs, 1 15 | 443 90 |
| | 95 doz. handkerchiefs, 2 30 | 218 75 |
| | 12⅔ doz. shirts, 14 88 | 188 26 |
| | 12 doz. collars, 1 25 | 15 00 |
| | 12 doz. pipes, 6 25 | 75 00 |
| | 10 boxes small combs, 3 50 | 35 00 |
| 26. | One box, 12 pairs shoes, 87 c | 10 50 |
| | 148 ditto, 78 c | 115 82 |
| 1. | One box, 60 ditto, 1 25 | 75 00 |

| | | | |
|---|---|---|---|
| 3 and 4. | Two trunks, 144 ditto, 1 69 | | $244 20 |
| 5. | One box U. S. pins, 2, 20, 90 | $18 00 | |
| | 3, 48, 70 | 33 60 | |
| | 4, 64, 65 | 41 60 | |
| | 5, 48, 60 | 28 80 | |
| | 6, 40, 57 | 22 80 | |
| | 7, 24, 54 | 12 96 | |
| | 244 p | 157 76 | |
| | Less 15 per cent | 22 80 | |
| | | | 134 88 |
| [H.] No. 6. | One box, 5 doz. shirts, at 20 50 | | 102 50 |
| | 10 gross buttons, at 30 | | 3 00 |
| | 5 gross soap, at 1 30 | | 6 50 |
| | 1 gross pins | | 5 00 |
| | 5 gross thimbles | | 5 50 |
| | 1 gross combs | | 6 50 |
| | 12 doz. combs, ivory | | 22 20 |
| 124 | 8 doz. combs, common | | 7 60 |
| | ½ gross combs, small, at $7 | | 3 50 |
| | 1 doz. ditto | | 7 50 |
| | 6 gross hook, at 1 50 | | 9 00 |
| | 2 gross girl's combs, at 3 50 | | 7 00 |
| | 1 gross combs | | 6 50 |
| | 6 doz. small combs, at 1 10 | | 6 60 |
| | 12 doz. large combs, at 1 50 | | 18 00 |
| [H.] C, 10–24. | Fourteen boxes with 28 doz. cotton cards, at $18. | | 504 00 |
| | | | 3, 128 71 |
| Charges: | | | |
| Insurance | | $90 00 | |
| Sundry expenses | | 32 40 | |
| | | | 122 40 |
| | | | 3, 251 11 |

Havana, 27th May, 1863.
(Signed) E. HEYMANN & CO.

We solemnly declare that the above goods are our own property.
Havana, June 23d, 1863.
(Signed) E. HEYMANN & CO.

Declared before me.
(S'd) JOHN V. CRAWFORD,
[SEAL.] *Acting Consul General in Cuba.*

Shipped, in good order and well conditioned, by E. Heymann & Co., on board the British steamer called the Victor, whereof Pearce is master, now lying at the port of Havana and bound for Matamoras:

H
CN
[H] 1–3. 9. 23.
C 26. 21. 10-24.

Twenty cases tea,
Twenty-one cases merchandize,
Five " "

[H] 1. 3-6.

being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Matamoras, (the
125 dangers of the seas excepted,) unto Mr. Pedro San Roman, or to

his assigns, he or they paying freight for the said twelve hundred
$1, 200 dollars in gold, with 5 per cent. primage and average accustomed.
60 In witness whereof, the master or purser of the said vessel has
affirmed to four bills of lading, all of this tenor and date, one of
$1, 260 which being accomplished the others to stand void.

Dated in Havana the 27th day of May, 1863. Goods deliverable at Matamoras Bar within reach of vessel's tackles.

(S'd) JOHN J. PEARCE.

SOUTHERN DISTRICT OF FLORIDA, *ss:*

Bernardo Mieras y Pellicier, being first duly sworn, deposeth and saith that he is the person named in the foregoing claims of Hellberg & Co. and Heymann & Co.; that he is their attorney in fact of said parties; that he knows the contents of both said claims by him subscribed; that the matters and allegations in said claims contained are true as therein set forth; that this deponent is intimately acquainted with the affairs of both of said firms; that he has examined their books of account and letter books, and knows by actual comparison that the papers hereto attached are true and
129 correct; that of his own knowledge the ownership of said cargo is correctly set forth in said claims by him subscribed. And he further saith that of his own knowledge the said cargo was destined for the port of Matamoras, Mexico, and not to any blockaded port; that both of said firms have for a long time had a regular trade with the port of Matamoras. And he further saith that he has known all the members of the firms of Hellberg & Co. and Heymann & Co. for the period of four years; that during all that time they have been engaged in business in Havana, and that they have been regular established merchants in Havana for a much longer period; and that they have no branch houses or mercantile connexion in the so-called Confederate States, and that they are not enemies of the United States, and that all the papers hereto attached are true and genuine.

(S'd) BERNARDO MIERAS Y PELLICIER.

Sworn and subscribed before me this 7th day of July, 1863.

(S'd) GEORGE D. ALLEN, *Clerk.*

Afterwards, to wit, on the said seventh day of July, in the year aforesaid, this cause came in to be heard before this court.

Present: The Honorable William Marvin, judge; Thomas J. Boynton, esq'r, attorney aforesaid, appearing on behalf of the United States, and J. R. Beckwith, esq'r, proctor and advocate, on behalf of the said claimants.

At which time the said district attorney presented a motion to said
127 court invoking as evidence in this cause papers and depositions in other causes in the words and figures following, to wit:

District court of the United States, southern district of Florida, in admiralty.

THE UNITED STATES
*vs.*
THE STEAMER VICTOR AND CARGO. } Prize.

Into the court now here comes Thomas J. Boynton, attorney of the United States for the southern district of Florida, on behalf of the government and the captors, and states that he has complied with the rule of the court for the invocation of papers out of one prize cause into another, and moves the court for leave to invoke and use as evidence in this cause the papers and depositions set forth in the affidavit of said attorney, which is attached to and made a part of this motion, being papers and depositions returned by the prize commissioner and made parts of the record in the following cases:

The United States against the Schooner Gypsey and cargo; the United States against the Schooner Ascension and cargo; and the United States against the Schooner Clarita and cargo. Copies of which papers are hereto attached.

(S'd) THOS. J. BOYNTON, *U. S. Att'y, S. D of Fl'a.*

128 District court United States, southern district of Florida.

THE UNITED STATES
*vs.*
THE STEAMSHIP VICTOR AND CARGO. } Prize.

Now comes Thomas J. Boynton, and being duly sworn, deposes and says that he is the attorney of the United States for the southern district of Florida; that some months since the schooner or vessel called the Ascension was captured by the United States commissioned ship-of-war the Huntsville and sent into this port of Key West for adjudication, and that she has since been condemned as good prize of war for violation of the blockade of the ports of the Southern States of the United States of America; that John J. Pearce, the master of said schooner Ascension, was, together with other witnesses, examined by the prize commissioner, and his deposition was returned into the court, where the same now is in the files of the court; that the same John J. Pearce claims to be the master and owner of the steamer Victor, lately captured and sent into this port as prize by the United States commissioned ship-of-war the Juniata; and that the answers of the said John J. Pearce to the first, third, sixth, ninth, and fourteenth, and sixteenth prize interrogatories in his said deposition returned in the case of the United States against the schooner Ascension and cargo are material and necessary as evidence for the government and the captors in this cause.

Deponent further states that the schooner Gypsey was captured in
129 the month of March, by the United States commissioned ship-of-war the Ethan Allen, and sent to this port for adjudication, and that she has since been condemned as good prize of war; that the answers to the ninth, fourteenth, and thirty-sixth interrogatories in the deposition of Edward Williams, the master of the Gipsey, taken and returned into the court by the prize commissioner in the prize cause of the United States against the schooner Gypsey and cargo, and one paper, a declaration of ownership of the schooner Gypsey, signed by G. W. Ardill, and dated Havana, November 24th, 1862, marked and scheduled No. 1, among the papers returned into the court by the prize commissioner in the case of the Gypsey, are necessary and material as evidence for the captors and the government in this cause.

Deponent further states that the schooner called the Clarita was captured in the month of April last, and sent into this port of Key West for adjudication, and that she has since been condemned as good prize of war; that the answers to the ninth and fourteenth prize interrogatories in the deposition of George R. Gamon, the master of the Clarita at the time of capture, taken and returned into the court by the prize commissioner in the case of the United States against the schooner Clarita and cargo, are material and necessary as evidence for the captors in this cause; that George W. Ardill, as appears from his own deposition, was the chief engineer of the steamer Victor at the time of her capture, and owner of a small portion of the cargo then on board her.

(S'd) THOS. J. BOYNTON.

130 Subscribed and sworn before me this third day of July, 1863.
(S'd) GEORGE D. ALLEN, *Clerk U. S. Dist. Court.*

I hereby admit due service of the above this 4th day of July, 1863.
(S'd) J. R. BECKWITH, *Claim'ts' Proctor.*

Answers to the 1st, 3rd, 6th, 9th, 14th, 16th, in the deposition of John J. Pearce, in the case of the Ascension.

To the first interrogatory deponent answers that his name is John James Pearce, master of the British schooner Ascension; was born in Cork, Ireland; has lived in New Orleans for the last seven years; now lives in Havana, Cuba, and has lived there twelve months; is a subject of Great Britain and owes allegiance to her majesty the queen of Great Britain; first came into the United States of America in the year eighteen hundred and forty, at the age of twenty-five years; never was naturalized a citizen of the United States; has been married; children reside in Havana and New Orlearns, two in Havana and one in New Orleans.

To the third interrogatory deponent answers that the Ascension was captured on Tuesday, the fourteenth day of April, 1863, by the United States steamer Huntsville, of six guns, in the latitude 28° 36′, longitude 83°
131 00′, and brought to Key West. She had no commission or letters authorizing her to make prizes for intending to run the blockade.

To the sixth interrogatory deponent answers that the vessel would have first entered Bayport, in the State of Florida, if she had not been captured and seized. Don't know what second or third port she would have entered.

To the ninth interrogatory deponent answers that he belonged to the company of the vessel so captured at the time of her seizure, and was the captain and owner. Deponent was owner of the vessel, but had no interest whatever in the goods or merchandize ladened on board the said vessel. The mate has a small private adventure valued at about seventy-five dollars. The mariners had no interest. One of the persons on board is interested, but don't know to what amount. Don't know what part, share, or interest any one had (except the mate) in the goods or merchandize ladened on board her, nor the value thereof at the time the said vessel was captured and the said goods seized.

To the fourteenth interrogatory deponent answers that John James Pearce was the owner of the vessel at the time she was seized. He paid for her, and has a bill of sale. The owner is a British subject; he resides in Havana, also his three children; has resided there about twelve months, and subject to the queen of Great Britain; resided before in New Orleans; has
132 been in possession one month. She was purchased of Hister Berjin.

To the sixteenth interrogatory deponent answers that the lading found on board the vessel at the time of her capture was first put on board in the month of March and April, 1863, in the port of Havana. The names of the laders is Hellberg & Co.; thinks Hellberg is a German; don't know where they resided before. The goods were to have been delivered in Bayport, in the State of Florida, and for the real account, risk, and benefit of a stock company whose names are unknown to deponent. Don't know if the laders have any interest in said goods. Don't know the several qualities, quantities, and particulars of the said goods; have reason to know and fully believe that if the said goods shall be restored, and unladened at the destined port, Bayport, in the State of Florida, they did, do, and will belong to the said company, in the city and port of Havana, and to none others, from the tenor of his instructions.

Answers to the 9th, 14th, 36th interrogatories in the deposition of Edward Williams, taken and returned in the case of the Gypsey.

To the ninth interrogatory deponent answers that he was master of the Gypsey at the time of her capture. He did not own any part, share, or interest in the vessel or cargo; he owned one barrel of family beef for his own family use, and the charts, quadrants, and spyglass on board. No one else on board owned any part, share, or interest in the vessel, or goods or merchandize on board, to his knowledge.

133 To the fourteenth interrogatory deponent answers that G. W. Ardill, of Havana, owns the vessel; he was in possession of her when deponent first saw her, and had the management of her. Mr. Ardill is an Englishman by birth; he now lives at Havana. He cannot tell how long he has lived there. He cannot tell of whom he purchased, nor how long he has been in possession.

To the thirty-sixth interrogatory deponent answers that he saw the Ethan Allen about seven o'clock in the morning of the 20th of March. The Gypsey was then lying to; she did not change her position till she was taken. The Gypsey had gotten to the eastward of the route for New Orleans. He supposed that he was heading her most direct course for New Orleans, from Havana. When he first saw a light-house, the day before the capture, they supposed it to be a light at one of the passes of the Mississippi River; then observing the land, he found that he must be on the Florida coast, and stood to the westward, as near in the wind as he could; the wind was about south-west. At daylight in the morning they found themselves close in on the beach, and sent the boat ashore to find out where they were. There was a log-book kept on board, which was written up by the mate on the afternoon before the capture. He had not seen any United States vessel-of-war at any time on the voyage till he saw the Ethan Allen, on the morning of the capture.

134 *Declaration of ownership.*

Name of ship, Gypsey; British or foreign built, foreign; provisional port of registry, Havana; how propelled, by sails; number of decks, one; number of masts, two; rigging, schooner; stern, square; build, carvel; gallery, none; head, none; framework, wood.

*Measurements.*

| | Feet. | Tenths. |
|---|---|---|
| Length from the forepart of stem under the bowsprit to the aft side of the head of the sternpost | 64 | 5 |
| Main breadth to outside of plank | 20 | 3 |
| Depth in hold from tonnage deck to ceiling at midships | 5 | 7 |

*Tonnage.*

| | No. of tons. |
|---|---|
| Tonnage under tonnage deck | 63 30 95 |
| Closed-in spaces above deck, viz: space or spaces between decks, poop | |
| Total | 63 30–95 |

I, the undersigned, George William Ardill, residing at Havana, declare as follows: I am a natural-born British subject, born at Manchester, England, and have never taken the oath of allegiance to any foreign state. The ship, the description of which is prefixed to this my declaration, was built at a place and time unknown to me, and her foreign name is "Grace E. Baker." Samuel Dery Kin, of Gosport, Eng'd, is the master of the said ship. I am entitled to be registered as sole owner of said ship. To the best of my knowledge and belief, no person or body of persons other than such persons or bodies of persons as are by the merchant's shipping act 1854 qualified to be owners of British ships, is entitled as owner to any interest
135 whatever, either legal or beneficial, in the said ship, and I make this solemn declaration, conscientiously believing the same to be true.

Dated at Havana, the 24th day of November, 1862.

(S'd) G. W. ARDILL.

Made and subscribed by the above-named G. W. Ardill in presence of me.
(S'd.) JOHN V. CRAWFORD,
*Acting Consul General in Cuba.*

Answers to the 9th, 14th prize interrogatories in the deposition of George R. Gamon, taken in the case of the Clarita.

To the ninth interrogatory deponent answers that he was master of the Clarita at the time of capture. He did not own any part, share, or interest in the vessel or goods and merchandize on board; no one of the crew owned any such interest. He owned the chronometer, charts, books, and quadrant on board; in value about four hundred dollars.

To the fourteenth interrogatory deponent answers that George W. Ardill, a British subject, residing in Havana, owned the Clarita at the time of capture. He knew Mr. Ardill to be owner because he engaged with him to take charge of her, and his name is in the papers as owner. He has known Mr. Ardill about three years in Cuba. He don't know how long he has resided there, nor where he previously resided. He is English by birth. Mr. Ardill has owned the Clarita since about the first of January, 1863.
136 He don't know of whom he purchased.

THE UNITED STATES
*v.*
THE ST'M'R VICTOR AND CARGO. } Prize.

It is hereby stipulated and agreed that the foregoing copies are parts of the records of the prize cases of the Ascension, the Gypsey, and the Clarita, according to the same purport, and are correct copies from said records.
(S'd) J. R. BECKWITH, *Claimant's Proctor.*

Which motion, after full argument of counsel, was refused by said court.

fterwards, to wit, on the said seventh day of July, in the year esaid, this cause came in to be heard before this court—present: ble William Marvin, judge; Thomas J. Boynton, esq., attorney ppearing on behalf of the United States, and J. R. Beckwith, esq., advocate on behalf of the said claimants—when the court proceeded to hear this cause upon the allegations and pleadings, the depositions taken in preparatorio, and the papers, letters, and writings found on board said vessel the Victor.

The cause having been fully argued by the respective counsel, the premises were thereupon submitted to the court.

Afterwards, upon consideration thereof, on the said seventh day of July, the parties aforesaid being present, it was ordered, adjudged, and decreed as follows, to wit:

United States of America, district court of the United States, southern district of Florida.

THE UNITED STATES
*vs.*
THE STEAMER VICTOR AND CARGO. } Prize.

This cause having been heard upon the depositions taken in preparatorio and the papers found on board the vessel, and it appearing to the court that there was justifiable cause for the capture of this vessel and cargo, but not sufficient reasons to justify her condemnation or the condemnation of the cargo, it is ordered and decreed that the libel be dismissed, and that
138 the said vessel and cargo be restored to the respective claimants thereof, and that damages for the capture and detention be refused.
S'd) WM. MARVIN, *Judge.*

Whereupon, the foregoing final decree being pronounced and entered in this cause, comes Thomas J. Boynton, esquire, attorney for the United States and in behalf of the United States and the captors, and shows to the court that the matter in dispute exceeds in value the sum of two thousand dollars, and thereupon, in open court, prays an appeal from the aforesaid decree to the Supreme Court of the United States next to be holden at Washington, on Monday, the seventh day of December next.

Whereupon it was ordered that said appeal be accordingly allowed.

Afterwards, on the seventeenth day of May, in the year of our Lord one thousand eight hundred and sixty-four, comes John J. Pearce, the master and claimant of the said steamer Victor, by his proctor and advocate J. R. Beckwith, esquire, and prays an appeal to the Supreme Court of the United States, next to be holden at Washington, on Monday, the fifth day of December next, against that portion of the final decree in the aforesaid cause which refuses to award damages to the said claimant in said cause in the words and figures following, to wit:

139 District court of the United States for the southern district of Florida, in admiralty.

THE UNITED STATES, libellants,
*vs.*
THE BRITISH STEAMER VICTOR, HER TACKLE, &c., JOHN J. Pearce, claimant and appellant. } Prize.

The above-named respondent conceiving himself aggrieved by that portion of the final sentence or decree entered in this cause on the 7th day of July, 1863, which refuses to award damages to the said claimant in said cause, doth hereby appeal from that portion of said decree which refuses to allow or award damages prayed for by said claimant, to the Supreme Court of the United States, and he prays that this his appeal may be allowed, and that a transcript of the record, preceedings, and evidence in the cause, duly authenticated, may be sent to the Supreme Court of the United States.

(S'd) JOHN J. PEARCE.

Dated May 16th, 1864.

(S'd) J. R. BECKWITH, *Claim'ts' Proctor.*

141 District court of the United States for the southern district of Florida.

I, George D. Allen, clerk of the district court of the United States for the southern district of Florida, do hereby certify that the foregoing document, hereunto annexed, is a correct transcript of record of this court in the cause of the United States *vs.* the Steamship Victor, and cargo, John J. Pearce, master and claimant of steamer, Hellberg & Co. and E. Heymann & Co., of Havana, claimants of cargo—No. 184, prize—lately adjudicated in this court, as appears from the admiralty record and files of said court kept in my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said court, at Key West, in the southern district of Florida, this first day of September, in the year of our Lord one thousand eight hundred and sixty-three, and independence of the said United States the eighty-ninth.

[SEAL.] GEORGE D. ALLEN, *Clerk.*

Filed December 8, 1864.

Made and subscribed by the above-named G. W. Ardill in presence of me.
(S'd.) JOHN V. CRAWFORD,
*Acting Consul General in Cuba.*

Answers to the 9th, 14th prize interrogatories in the deposition of George R. Gamon, taken in the case of the Clarita.

To the ninth interrogatory deponent answers that he was master of the Clarita at the time of capture. He did not own any part, share, or interest in the vessel or goods and merchandize on board; no one of the crew owned any such interest. He owned the chronometer, charts, books, and quadrant on board; in value about four hundred dollars.

To the fourteenth interrogatory deponent answers that George W. Ardill, a British subject, residing in Havana, owned the Clarita at the time of capture. He knew Mr. Ardill to be owner because he engaged with him to take charge of her, and his name is in the papers as owner. He has known Mr. Ardill about three years in Cuba. He don't know how long he has resided there, nor where he previously resided. He is English by birth. Mr. Ardill has owned the Clarita since about the first of January, 1863.

136 He don't know of whom he purchased.

THE UNITED STATES
*v.*
THE ST'M'R VICTOR AND CARGO. } Prize.

It is hereby stipulated and agreed that the foregoing copies are parts of the records of the prize cases of the Ascension, the Gypsey, and the Clarita, according to the same purport, and are correct copies from said records.
(S'd) J. R. BECKWITH, *Claimant's Proctor.*

Which motion, after full argument of counsel, was refused by said court.

137 Afterwards, to wit, on the said seventh day of July, in the year aforesaid, this cause came in to be heard before this court—present: the Honorable William Marvin, judge; Thomas J. Boynton, esq., attorney aforesaid, appearing on behalf of the United States, and J. R. Beckwith, esq., proctor and advocate on behalf of the said claimants—when the court proceeded to hear this cause upon the allegations and pleadings, the depositions taken in preparatorio, and the papers, letters, and writings found on board said vessel the Victor.

The cause having been fully argued by the respective counsel, the premises were thereupon submitted to the court.

Afterwards, upon consideration thereof, on the said seventh day of July, the parties aforesaid being present, it was ordered, adjudged, and decreed as follows, to wit:

United States of America, district court of the United States, southern district of Florida.

THE UNITED STATES
*vs.*
THE STEAMER VICTOR AND CARGO. } Prize.

This cause having been heard upon the depositions taken in preparatorio and the papers found on board the vessel, and it appearing to the court that there was justifiable cause for the capture of this vessel and cargo, but not sufficient reasons to justify her condemnation or the condemnation of the cargo, it is ordered and decreed that the libel be dismissed, and that

138 the said vessel and cargo be restored to the respective claimants thereof, and that damages for the capture and detention be refused.
S'd) WM. MARVIN, *Judge.*

Whereupon, the foregoing final decree being pronounced and entered in this cause, comes Thomas J. Boynton, esquire, attorney for the United States and in behalf of the United States and the captors, and shows to the court that the matter in dispute exceeds in value the sum of two thousand dollars, and thereupon, in open court, prays an appeal from the aforesaid decree to the Supreme Court of the United States next to be holden at Washington, on Monday, the seventh day of December next.

Whereupon it was ordered that said appeal be accordingly allowed.

Afterwards, on the seventeenth day of May, in the year of our Lord one thousand eight hundred and sixty-four, comes John J. Pearce, the master and claimant of the said steamer Victor, by his proctor and advocate J. R. Beckwith, esquire, and prays an appeal to the Supreme Court of the United States, next to be holden at Washington, on Monday, the fifth day of December next, against that portion of the final decree in the aforesaid cause which refuses to award damages to the said claimant in said cause in the words and figures following, to wit:

139 District court of the United States for the southern district of Florida, in admiralty.

THE UNITED STATES, libellants,
*vs.*
THE BRITISH STEAMER VICTOR, HER TACKLE, &c., JOHN J. PEARCE, claimant and appellant. } Prize.

The above-named respondent conceiving himself aggrieved by that portion of the final sentence or decree entered in this cause on the 7th day of July, 1863, which refuses to award damages to the said claimant in said cause, doth hereby appeal from that portion of said decree which refuses to allow or award damages prayed for by said claimant, to the Supreme Court of the United States, and he prays that this his appeal may be allowed, and that a transcript of the record, preceedings, and evidence in the cause, duly authenticated, may be sent to the Supreme Court of the United States.

(S'd) JOHN J. PEARCE.

Dated May 16th, 1864.

(S'd) J. R. BECKWITH, *Claim'ts' Proctor.*

141 District court of the United States for the southern district of Florida.

I, George D. Allen, clerk of the district court of the United States for the southern district of Florida, do hereby certify that the foregoing document, hereunto annexed, is a correct transcript of record of this court in the cause of the United States *vs.* the Steamship Victor, and cargo, John J. Pearce, master and claimant of steamer, Hellberg & Co. and E. Heymann & Co., of Havana, claimants of cargo—No. 184, prize—lately adjudicated in this court, as appears from the admiralty record and files of said court kept in my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said court, at Key West, in the southern district of Florida, this first day of September, in the year of our Lord one thousand eight hundred and sixty-three, and independence of the said United States the eighty-ninth.

[SEAL.] GEORGE D. ALLEN, *Clerk.*

Filed December 8, 1864.

# Supreme Court of the United States.

THE UNITED STATES, Appellants,
vs.
THE STEAMSHIP VICTOR AND CARGO. } No. 116.

THE STEAMSHIP VICTOR AND CARGO,
JOHN J. PEARCE, &c., Claimants,
Appellants,
vs.
THE UNITED STATES. } No. 212.

DISTRICT OF COLUMBIA, ss:

Jeremiah Larocque, of the city of New York, being duly sworn, says that he is of counsel for the claimants in these causes. That the return in No. 212 was filed in December, 1864, and the appearance of the Attorney General for the United States entered by the clerk on his being furnished with a copy of the record. That, on the 9th of February last, deponent having been telegraphed by the clerk, on the preceding day, that No. 116 would probably be reached on the 9th, reached Washington, and on reaching the court-room was informed that a motion had already been made on the part of the United States for leave to dismiss their appeal in No. 116, although counsel for the United States had been informed that deponent had been telegraphed to and was expected, but on suggestion of a member of the court, had been directed to stand over until deponent arrived. That after deponent's arrival said motion was made and argued, and a cross-motion made by deponent for leave to argue No. 212 in connexion with No. 116, and opposed by counsel for the United States. That, on the argument of the latter motion, the fact was adverted to by a member of the court that the record in 212 did not show that any citation had been served, to which deponent replied that he had not been aware of the fact, but that it made no

difference, as there had been an appearance by the Attorney General, and the learned judge who had made the remark thereupon stated that then it was of no consequence, and no objection was made by counsel for the United States. That on the 13th of February last said motions were decided by the court; that of the Attorney General for leave to dismiss the appeal of the United States in No. 116 being denied, and that of deponent for leave to argue No. 212 in connexion with No. 116 being granted. That on the day when the motions were argued deponent was ready to argue both causes but counsel for the United States were not, and desired a postponement, and deponent was again compelled to have a motion made for the assignment of a day for their being heard, which was done on the 16th, by Mr. Carlisle, on deponent's behalf, and counsel for the United States opposed, as deponent is informed and believes, and urged a later day than deponent desired to have, but again made no objection, on the score of irregularity, and the causes were set for argument for the first Monday of March instant for their accommodation. That, as deponent is informed by the clerk and believes, on the 23d instant application was made by counsel for the United States *ex parte* to His Honor, the Chief Justice, for leave to strike out the appearance of the United States in No. 212, and permission given. That no intimation had ever been made to deponent of any intention to make such an application, and if it had been deponent would have opposed it, and he submits, that under the circumstances above stated, it would not have been granted, and he is informed by the clerk that no order has actually been entered thereon.

JER. LAROCQUE.

Sworn this 2d March, A. D., 1866, in open court.

D. W. MIDDLETON,
*C. S. C. U. S.*

Mar 28 W Lawrence claim Dismd for delay R.A.V.

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# In the Supreme Court of the United States.

DECEMBER TERM, 1865.

THE STEAMER VICTOR
*vs.*
THE UNITED STATES. } No. 212.

## BRIEF FOR THE UNITED STATES.

JAMES SPEED,
*Attorney General.*
TITIAN J. COFFEY,
*Special Counsel.*

# In the Supreme Court of the United States.

DECEMBER TERM, 1865.

**In Prize.**

THE STEAMER VICTOR and cargo, John J. Pearce, claimant, *vs.* THE UNITED STATES. } No. 212.

APPEAL FROM THE DECREE OF THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF FLORIDA.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

The steamer Victor was captured on the 28th day of May, 1863, on the high seas, as prize of war, by the United States ship-of-war Juniata, soon after she had started on her projected voyage from Havana, the capture having been made about six miles west by north from Moro Castle. She was taken to the port of Key West, Florida, and there libelled as prize of war, by the United States attorney, on the 18th day of June, 1863.

On the 7th day of July, 1863, John J. Pearce filed a claim for the vessel, alleging himself to be a British subject, residing in Havana, and her sole and exclusive owner. In the test oath he alleges, among other things, that the Victor had left Havana on a voyage to Matamoras, Mexico, and denies that she had any intention of entering or attempting to enter a blockaded port. (Rec., pp. 59–61.)

On the same day Hellberg & Co. and E. Heymann & Co., by their attorney in fact, respectively filed claims to separate portions of the cargo, (both embracing the whole thereof,) alleging that they were merchants, residing and doing business

in Havana, and neutrals; that they were sole and exclusive owners of the portions of the cargo of the Victor, respectively shipped by them, and that the same was consigned to the consignees named at Matamoras, Mexico. (Rec., pp. 63–70.)

On the 7th of July, 1863, the district court being of opinion that there was justifiable cause for the capture of the vessel and cargo, but not sufficient reasons for her condemnation or the condemnation of the cargo, decreed that the libel be dismissed and the vessel and cargo be restored to the respective claimants thereof, and that damages for the capture and detention be refused. (Rec., p. 76.)

From this decree the United States appealed to this court on the same day, which appeal is No. 116 of the present term.

But the United States, being of opinion that the whole decree of the court below was rightly made, asks to dismiss the said appeal.

The claimant, John J. Pearce, also appealed from so much of the said decree as refuses him damages for the capture and detention of the vessel—no appeal having been taken by the claimants of the cargo. (Rec., p. ) This appeal is No. 212 of the present term, and presents the only question before this court in the case for their decision.

The United States contending for the correctness of the whole decree, and the claimant Pearce denying the correctness of that part of it which refuses him damages, the single question for consideration is, therefore: *Is the appellant entitled to a decree for damages for the capture of the Victor by the United States ship Juniata on the 28th of May, 1863, and her subsequent detention for the purpose of legal proceedings against her as prize of war?*

In answer to this question we say that, conceding the neutral ownership of this vessel and the fact that she had started in good faith upon a voyage to the neutral port of Matamoras, there were yet facts in the history of the vessel and her owners, officers, and shippers, and other facts connected with the voyage in question, which justified the reasonable suspicion that

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she was engaged in an unlawful trade with one of the enemy blockaded ports.

If this proposition be maintained, there was, then, *probable cause* for her capture, and the district court was right in refusing damages to the appellant, since *probable cause* not only always excuses but often justifies capture, and not only damages but often entitles the captors to costs and expenses. *The Appollon*, (9 Wheat., 372;) *The Isabella Thompson*

There can be no controversy as to the rules of law by which we must be guided in ascertaining what constitutes probable cause of capture in cases of this kind.

The recent decision of this court in the case of the *Isabella Thompson*, reaffirms in terse and explicit language the rule declared by Chief Justice Marshall in *Locke* vs. *The United States*, (7 Cranch, 339,) and by Judge Story in the case of *The George*, (1 Mason, 24.) That rule is, that "probable cause means less than evidence which would justify condemnation, and in all cases of seizure has a fixed and well-known meaning, importing a seizure made *under circumstances which warrant suspicion;*" or, in the language of Judge Story, "if there be *a reasonable suspicion* of illegal traffic, or *a reasonable doubt* as to the proprietary interest, the national character or the legality of the conduct of the parties, it is proper to submit the cause for adjudication before the proper prize tribunals, and the captors will be justified, although the court should acquit without the formality of ordering further proof."

Adopting this rule, Mr. Justice Davis, in *The Isabella Thompson*, adds: "To adopt a harsher rule, and hold that the captors must decide for themselves the merits of each case, would involve perils which few would be willing to encounter." *The Marianna Flora*, (11 Wheat., 51–53.)

We submit, then, that the facts surrounding the Victor, and her arrested voyage, fully warranted a reasonable suspicion in the mind of the commander of the Juniata that she was engaged in illegal traffic, and imposed on him the duty of sending her in to a prize court for adjudication.

SUSPICIOUS FACTS IN THE HISTORY OF THE SHIP AND HER OWNER, OFFICERS, AND SHIPPER.

1. The vessel was American built and registered, having been purchased by Pablo Parets, at Havana, from Augustus C. Allen on the 30th of April, 1863. This contract was executed at the United States consulate at Havana. On the 20th of May, 1863, eight days before her capture, Pablets sold her to the appellant, Pearce, the contract having been executed before the British consul general at Havana. At this time she bore her American name, The Hero. (Bill of sale, Rec., pp. 61, 62.)

Pearce changed her name to the Victor, and, on the same day, (20th May, 1863,) obtained from the British consul general at Havana a British provisional certificate of registry, declaring himself to be her sole owner and master, and describing himself as "John Jas. Pearce, of Liverpool." (Rec., pp. 2–4.)

Pearce states that he purchased her through the house of Hellberg & Co., of Havana, who delivered her to him. (Rec., p. 42, int. 7.)

Pearce was born in Ireland, but had lived in Louisiana for seven years immediately preceding the rebellion, and for eighteen months prior to his examination, (11th of June, 1863,) had lived in Havana, where he then resided. He stated that he was a British subject; had come to the United States in the year 1840, but had never been naturalized in the United States, (Rec., pp. 41, 42, int. 1st, and p. 72, int. 1st;) he married his wife in New Orleans, (Rec., p. 56, int. 14,) and one of his children yet resides there, (Rec., p. 72.)

He left the United States and adopted Havana as his residence after the breaking out of the rebellion, (Rec., p. 72, int. 1.)

He had been engaged in blockade breaking before the capture of the Victor.

On the 14th of April, 1863, only six weeks prior to the capture of the Victor, he attempted to break the blockade of the coast of Florida with a vessel called the Ascension, which, like the Victor, he had purchased but a short time previously,

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and loaded at Havana with a cargo which was owned by an unknown stock company, and of which the same house of Hellberg & Co., who claimed part of the cargo of the Victor, were the shippers. The Ascension was condemned for blockade-breaking, and part of the proceedings in prize were invoked into this case. (Rec., pp. 71–73.)

The purchase of the Victor, and her subsequent voyage, arrested by the Juniata, was his next maritime adventure.

From these facts it may be safely inferred that Pearce, being an unnaturalized foreigner, resident at New Orleans, withdrew from that place to Havana after the outbreak of the rebellion, for the purpose of engaging in blockade-breaking, under the impression which then prevailed in the southern ports that illicit trade with those ports could be prosecuted much more safely under cover of the ownership of that class of resident foreigners who were then supposed to be clothed with the immunities of neutrals. All the inferior prize courts have adjudicated cases of captured vessels presenting this feature, and some of those cases have reached this court. Of these were the Andromeda, the Baigorry, the Stephen Hart, &c.

The chief engineer of the Victor was George W. Ardill, also an Englishman, who had resided in the United States, but who, at the time of her capture, lived in Havana, where he found employment in purchasing vessels and converting them, under convenient British registers, into neutral blockade-breakers. By invocation of the respective proceedings of the prize courts, in the cases of the Gypsey and the Clarita, the record shows that the former vessel, then the Grace E. Baker, was purchased by Ardill in the fall of 1862, and was captured on the 20th of March, 1863, in an attempt to run the blockade of New Orleans from Havana. She was condemned therefor. The latter vessel, the Clarita, was also owned, at the time of capture, by Ardill, who became her owner in January, 1863.

Ardill's relation to the Victor was suspicious, not only from his public connexion with blockade-breaking on the Gulf coast in the spring of 1863, but from the unusually large wages

which he states that he was to receive as chief engineer, viz., $250 per month.

We have seen, from the proofs in the case of the Ascension, that Hellberg & Co., of Havana, were the shipping agents of the unknown joint stock company who owned her cargo. It also appears that the same house acted as agents of Pearce in the purchase of the Victor. It is by no means improbable that the cargo which they shipped by the Victor, for Matamoras, was shipped in the interest of the same mysterious organization.

A prize court will readily allow these presumptions against men who have been convicted of blockade-breaking, especially where the illicit business has evidently been prosecuted under an organized system. That prize courts take cognizance of the status of claimants who seek from them restitution of captured property, and draw inferences unfavorable to such claimants from former illicit practices, see *The Juffrow Elbrecht*, (1 Rob., 127,) *The Argo*, (1 Rob., 158,) *The Rosalie and Betty*, (2 Rob., 343,) *The Nancy*, (3 Rob., 122,) *The Experiment*, (8 Wheat., 261,) Mosely on Contraband, 99.

That Pearce, Ardill, and Hellberg & Co. were known at Havana to be actively engaged in blockade-breaking, and in the purchase of vessels for southern trade cannot be doubted. And it is equally certain that their reputation in this respect was well known to our consul at that port, and to the officers in command of our cruisers whose duty it was to watch and prevent illicit trade between Havana and the rebel ports on the Gulf.

## OTHER SUSPICIOUS FACTS.

Being thus in known complicity with blockade-breaking, Pearce purchased and fitted out the Victor for a voyage for Matamoras, with Ardill as chief engineer and Hellberg & Co. as one of the two shipping houses.

It is certain that the impression prevailed at Havana that her projected voyage was to a blockaded port. Ardill says

that before she sailed he was asked to take charge of letters for Mobile; he did not know how many supposed she was bound to Mobile, but he refused to take letters. (Rec., p. 58, int. 36.) Pearce, her owner and master, says that persons often joked him about running the blockade. (Rec., p. 45, int. 22.)

But the testimony of Fernando Verlenzuela, the cabin boy, shows not only that some of the crew believed that the Victor was to enter a blockaded port, but that there was good ground for the belief. He says "he don't know what port the Victor would have entered if she had not been captured and seized, but he heard one man say to another that he thought the vessel was bound to the port of Mobile. When deponent was shipped by the shipping master in Havana, *he was told by the person that he was going to ship him on board a blockade-runner,* and would give him $20 per month as cabin boy, and that sum was paid him in advance, in gold, by a man whose name is Philippe, *and the captain of the said steamer was present* and saw the money paid to deponent. * * * He heard the two men talking about the vessel running the blockade into Mobile, while the vessel was lying in the port of Havana, and *he really believed she was going to Mobile or some port where she would run the blockade.* * * * The Victor was ready for sea the day that the Juniata arrived in Havana, and he heard the captain say to the engineer that he would not go to sea that day, as he was afraid the Juniata would follow him out and take or capture him. * * * The mate and crew of the Victor have, upon several occasions since they have been on board the Juniata, threatened him with personal violence because he had said to Commander Stevens he thought she was going to Mobile." (Rec., pp. 31, 32; int. 6.) To the eighth interrogatory he repeats that the master was present and saw him make his mark to the shipping agreement; that "after he had signed the agreement he was told by the shipping master that the vessel was a blockade-runner, and he afterwards heard one of the firemen say to another fellow that

she was going to Mobile." (Rec., p. 32.) To the twenty-first interrogatory he says he heard the mate and engineer, and the captain and engineer, speak of Mobile being blockaded. To the twenty-second interrogatory he repeats his belief, in most positive terms, that she would have entered the port of Mobile if she had not been captured—admitting that he did not hear the master or mate say anything of the vessel's breaking any blockade, but repeating that he heard two of the crew say so. These answers he afterwards reiterates with added emphasis. (Rec., pp. 34–36.)

The intelligence and discrimination evinced in the whole examination of this witness leave a strong impression of its truth. That he believed what the shipping master told him in the presence of Pearce, without contradiction, cannot be doubted, and it would have been remarkable if he had not believed it.

The fact that Verlenzuela stated his belief to Captain Stevens, of the Juniata, of the existing purpose to go to Mobile, of itself was sufficient ground to justify that officer in sending the Victor in for adjudication, since the witness founded his statement on information acquired in the presence of Pearce, which Pearce's silence confirmed.

But, whatever its impression on the mind of Captain Stevens, it cannot be questioned that the statement of the witness, combined with the other facts already referred to, plainly pointed the way to his duty. To have allowed the Victor, with these accumulated grounds of suspicion, to pursue her voyage without detention for judicial inquiry, would have been a grave dereliction.

### SUSPICIOUS CHARACTER OF MATAMORAS TRADE.

But whatever might have been the captor's conviction of duty on the facts stated, the avowed destination of the ship and cargo to Matamoras, as disclosed on the ship's papers, when connected with the tainted character of the owner, chief officers and one of the shippers, imposed on him a grave responsibility.

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At that stage of the rebellion an extensive and unusual trade had suddenly sprung up between Matamoras and all those ports from which the insurgent armies and people were supplied. Matamoras at once became the paradise of blockade runners. Its contiguity to the rebel territory, being itself neutral ground, secured them almost absolute immunity from danger. Hence all the enterprise and activity in the illicit trade which had been baffled by the watchfulness of our cruisers at other Gulf ports, turned its full tide on Matamoras, and, under cover of such neutrality as that of Pearce, poured its supplies into that port.

The care with which suspicious appearances were avoided, and the ostentatious parade of papers showing an innocent cargo and a lawful neutral destination, imposed upon our cruisers a most difficult and delicate task. To distinguish concealed guilt from honest trade was impossible, except as it was disclosed in the former history of the owners or shippers or in some suspicious feature of the voyage.

When, therefore, Captain Stevens found that the ship's papers declared the Victor on a voyage to Matamoras, and that the owner of the ship and of part of the cargo, with the chief engineer, were well-known blockade-breakers, some of them having been formerly residents of the rebel territory, he had a right to assume that if the vessel were actually on her way to the mouth of the Rio Grande, she was engaged in the new-born trade which had for its market, not Matamoras, but Brownsville, and his duty to capture her was clear.

But especially was this his duty when he found her the bearer of letters and accounts of cotton sales of an English house, addressed to "Charles Stillman esq., Brownsville," showing the results of shipments of cotton sold for the benefit of its owners at Brownsville, Galveston and New Orleans (Rec., pp. 16—20.)

Captain Stevens had a right to presume, in view of all the circumstances, that the Victor was really destined to the port to which the letters she was thus carrying were addressed, and towards which she was sailing.

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It must be remembered that Captain Stevens, on the deck of the Victor, had not the means of deciding upon the guilt or innocence of the voyage, which the prize court, with all the facts in proof, possesses. And in determining the decree of force due the suspicions excited by the letter to Stillman, and the other facts before him, we must judge the question from his stand point, and not from that which a thorough knowledge of the whole case furnishes. Even if the whole case, as we know it, removes these grounds of suspicion, (and we deny that it does,) it by no means follows, therefore, that Captain Stevens without this fuller knowledge ought to have dismissed them from his mind and allowed the vessel to go. See opinion of Judge Story in *The Marianna Flora*. (11 Wheat., 51–53.)

2. But it is by no means certain that even neutral trade to Matamoras was, at that time, necessarily a lawful trade, entitled to immunity from disturbance or detention by our cruisers.

Matamoras is across the river from Brownsville, in Texas, and the blockade of the Texan coast included the blockade of the port of Brownsville, which could only be made effective by placing blockading vessels off the mouth of the Rio Grande, outside of the bar, the shallowness of the bar rendering the entrance of our cruisers into the mouth of the river impossible. To allow trading vessels or their cargoes to enter the river for the assumed purpose of reaching Matamoras, was, therefore, practically to allow them to enter Brownsville, if they saw fit to do so; and thus the efficiency of the blockade was completely destroyed.

In cases of this character, Sir William Scott had declared that he was disposed to agree to the position "that a belligerent is not called upon to admit that neutral ships can innocently place themselves in a situation where they may with impunity break the blockade whenever they please." He added, "If the belligerent country has a right to impose a blockade, it must be justified in the necessary means of enforcing that right; and if a vessel could, under the pretence

of going further, approach, *cy pres*, close up to the blockaded port, so as to be enabled to slip in without obstruction, it would be impossible that any blockade could be maintained—*it would, I think, be no unfair rule of evidence, to hold as a presumption, de jure, that she goes there with an intention of breaking the blockade;* and if such an inference may possibly operate with severity in particular cases, where the parties are innocent in their intentions, it is a severity necessarily connected with the rules of evidence, and essential to the effectual exercise of this right of war." *The Neutralitet*, (6 Rob., 35,) *The Charlotte Christine*, (6 Rob., 101,) *The Gute Erwartung*, (1b., 182,) *The Arthur*, (Edwards, 202.)

If Lord Stowell thought it would be no unfair rule of evidence to hold as a presumption, *de jure*, that a ship approaching close up to a blockaded port under pretence of going to a neutral port, so as to be able to slip in without obstruction, goes there with an intention of breaking the blockade, surely Captain Stevens was right in arresting a vessel sailing under avowedly the same circumstances. And whether this court, in the cases hereafter to come before it, presenting the question of the validity of this alleged neutral trade to Matamoras, shall see fit to apply the foregoing suggestion of Lord Stowell to that trade, and so hold it unlawful for that reason, or otherwise, we submit with great confidence that Captain Stevens did only his duty in sending in for adjudication a vessel and cargo on their way to that port, owned and controlled by convicted blockade-breakers, and carrying the letters and accounts of fellow wrongdoers addressed to Brownsville.

On all these grounds we think the decree of the district court should be affirmed.

JAMES SPEED,
*Attorney General.*
TITIAN J. COFFEY,
*Special Counsel for U. S.*

# Supreme Court of the United States.

THE UNITED STATES, Appellants,

*vs.*

THE STEAMSHIP VICTOR AND CARGO, Appellees.

THE STEAMSHIP VICTOR AND CARGO, JOHN J. PEARCE, Master, and others, Claimants, Appellants,

*vs.*

THE UNITED STATES, Appellees.

*Brief for the Claimants of the Vessel and Cargo.*

## STATEMENT.

These are cross-appeals in prize from the District Court of the United States for the Southern District of Florida, in which court the steamship and her cargo were libelled as prize of war, and acquitted and ordered to be restored to the owners by the sentence of that court, but damages for the capture and detention refused, on the ground that it appeared to the court that there was justifiable cause for the capture, although not for condemnation. (Fol. 138.)

The United States have appealed from so much of the sentence as acquits, and orders the restoration of the vessel and cargo, and the claimants from so much as refuses damages.

The capture was made by the United States cruiser Juniata, Captain Stevens, May 28th, 1863. (Libel, fol. 2.)

The vessel was claimed by John J. Pearce, her master, and a British subject, and a resident during two years preceding the capture, of Havana, Cuba, as his sole and exclusive property. (Fol. 106.)

By the test oath annexed to his claim, he swore that he acquired his title by purchase, on the 20th May, 1863, from one Pablo Parets, a resident of Havana; that at the time of capture he was bound on a voyage to Matamoras in Mexico; that within one hour after leaving Havana, and within two miles of that portion of the Cuban coast known as the Charrara, about six miles from the Moro Castle, at the entrance of the harbor of Havana, the Victor was boarded by an armed boat from the Juniata—the voyage arrested—that the officer in command of the boarding party, after examining her papers, commenced breaking open boxes of tea by smashing them open—that the claimant requested him to desist from destroying the cases and scattering their contents, offering to furnish him with an auger with which he could test the character of any package without destroying or damaging the same, which was refused with profane oaths and violent language, and the breaking open of boxes of tea and other cases of merchandise of the cargo continued. He further testified, that the vessel was truly and verily bound to Matamoras, and had no intention of entering or attempting to enter any blockaded port, and that he had on board at the time of capture a Mexican mail delivered to him by the Mexican Consul at Havana, and which he had contracted to deliver at Matamoras in Mexico. (Fols. 107–109.)

Annexed are copies:

1. Of the bill of sale, duly certified by the British Consul General, at Havana.

2. Of the certificate of the Mexican Consul, at the same port, of the delivery to Captain Pearce of a sealed mail-bag, containing the correspondence of the consulate, as well as a correspondence of the United States Consulate in Havana, and of a communication addressed by him to the United States Consul to the effect of having said correspondence returned to him.

The provisional certificate of registry of the vessel is at folio 63.

The declaration of ownership, folios 64 to 67.

The crew list, folios 67, 68.

The manifest, fol. 83, page 36.

The bills of lading, all for Matamoras, fols. 68, 69.

The correspondence (addressed to the same place) and enclosures, fols. 87 to 101.

The clearance, fol. 105.

The cargo was claimed on behalf of Hellberg & Co., and on behalf of E. Heymann & Co., merchants of Havana, as their exclusive property.

Of the firm of Hellberg & Co., Charles Hellberg, the man-

aging partner, living in Havana, was a native of Genoa, Italy, and Angel G. Moreno, the other, being a silent or special partner, was a native of Spain. (Claim, fols. 114 to 116.)

Of the firm of E. Heymann & Co., Enrique Heymann, the managing partner, was a native of Germany, and Conrad Temes, the special partner, a native of Spain, both residing and transacting business in Havana. (Claim, fols. 119, 120.)

The invoices, bills of lading and letters of instructions are annexed to the claims respectively.

The cargo was assorted merchandise of the most harmless description.

Capt. Pearce, the master, owner and claimant, was also examined as a witness *in preparatorio*. (Fols. 27–40.)

The loss of freight alone, he testifies, is $3,000, besides injury to the vessel and machinery, detention, wages of crew, his loss of time, &c. (Ans. to 26th interrogatory, fol. 35.)

The supposed blockade runner was built for a tow-boat, and had been so employed at Minititlan, Mexico, before being brought to Havana. (Ans. to 24th interrogatory, fol. 35.)

The Juniata was lying at anchor in the harbor of Havana when the Victor passed out. The Juniata got under way immediately and followed her, and passed her before she passed the Moro. Both steamed to the westward until about six miles from the Moro, when the capture was made. (Ans. to 36th interrogatory, fol. 38.)

The vessel carries but little, and is not intended for the freighting business, as the engines and coal take up most of the room. (Kennedy, mate, answer to 8th interrogatory, fol. 42.) With 35 tons of coal in, (more than which she had on leaving Havana,) she has no space left for cargo except in her cabin, in which she can carry about 40 tons measurement goods. (Same to 11th, fol. 43.)

This testimony of the master was fully confirmed by the mate and the two engineers, the only others examined *in preparatorio* out of a crew of eleven persons, with the exception of the *cabin-boy, Fernando Venezuela.*

This cabin-boy was a Chilian by birth, and at the time of his examination *was in the United States service.* In other words, after the capture of the Victor, he enlisted on board the Juniata, and endeavored to render good service to his new friends. He had "heard one man say to another that he thought the vessel was bound to Mobile." (Fol. 5, 6th interrogatory.) Next, when shipped he was paid $20 in gold in advance, and told by the shipping master he was going to ship him on board a blockade runner. The captain, he says, too, "was present, *and saw the money paid to*

*deponent.*" He *does not say that the captain heard* this pretended statement of the shipping master. (Fol. 7.)

He further volunteers the statement, (not called for by the interrogatory,) that the mate and crew of the Victor have on several occasions since they have been on board the Juniata threatened him with personal violence, because "he "had said to Commander Stevens he thought she was going "to Mobile." "And" (he adds) "deponent says if the "Victor shall be restored and allowed to proceed on her "voyage, he would be afraid to go in her, fearing they would "throw him overboard, as they have often told him they "would do." (Fol. 7.)

Upon this, there cannot be much doubt as to what his wishes on the subject of her condemnation or restoration were.

It is unnecessary to add, after this specimen, that this swift witness (whose age appears by the shipping articles to be 17) interlards almost every answer with some volunteer expression of his certainty or belief that she was going to Mobile.

He stands alone, entirely uncorroborated by the evidence of any witness, or by any document, fact, circumstance or remote probability.

The learned District Attorney also attempted to invoke depositions from other cases, in which it appeared that Captain Pearce, and Ardill, the engineer, had formerly each been the owner of a vessel which had been captured, and which the District Attorney swore had been condemned as prizes. The merits or demerits of these other causes, however, did not appear.

It is motion for the incroachin summons was very properly denied. p. 62 Fol. 136

## POINTS.

First.—So much of the sentence of the court below as acquits the vessel and cargo, and orders their restoration to the owners, is correct, and should be affirmed.

The testimony of a single witness—standing in a most suspicious attitude—whose hostility to the claimants is apparent and palpable throughout his whole deposition—testifying to nothing but loose conversations on shore—confessing that he himself had knowingly shipped as a blockade runner—and wholly uncorroborated—stands opposed to his own signature to the shipping articles—to the testimony of all the other witnesses—to the entire mass of documentary evidence—and to every internal probability of the case. The court below rightly treated him as utterly unworthy of credit.

SECOND.—That part of the sentence of the court below which refuses damages for the capture and detention is erroneous, and should be reversed.

I. The case discloses an entire absence of probable cause for the seizure.

1. It is to be borne in mind that the evidence warrants no presumption, either of law or fact, that it was known to the commander of the capturing vessel that the boy Venezuela would testify to any thing even affording ground for suspicion, at the time when the capture was made. This very important consideration was evidently overlooked by the learned judge below.

2. The build and appearance of the vessel—a mere tow-boat—not at all adapted to speed—with no capacity for cargo—possessing none of the essential qualities of a blockade runner—forbid the supposition that she was to be employed for any such purpose.

3. The insignificant quantity and value of her cargo actually on board, amounting to but a small fraction of the value of the vessel herself, would have exposed to the just suspicion of insanity any one who would have ventured to brave the risks of the blockade of Mobile for such an inadequate object.

4. Not the slightest circumstance of suspicion was disclosed by any of the documents on board, or by the character of the cargo, notwithstanding the very violent, thorough and highly reprehensible measures taken by the boarding officer to ascertain the nature of the latter.

5. A sealed mail, containing the despatches of the Mexican Consulate, was found among other things, thus affording the highest presumption that the vessel was actually bound to Matamoras.

6. The capture was made before the vessel had had any opportunity to indicate by the laying of her course whither she was actually bound.

II. Under these circumstances, a sincere desire to ascertain the truth, and not merely eagerness to make a prize, would

have suggested a very different course from the one actually pursued, even if any excuse had been left for not immediately releasing the vessel, and permitting her to continue her voyage.

1. Captors and prize were both within an hour's sail of the port of Havana, from which both had but just departed.

2. An immediate investigation there, with the facilities for making inquiries furnished by the documents and mails found, could not have failed to conduce materially to promote the ends of justice.

3. The information, which it was thus disclosed to the captors could be obtained of the Mexican Consulate, would have been particularly valuable; and it would, in fact, have been ascertained there, that the same bag actually contained correspondence of the American Consulate for Matamoras.

4. The commander of the capturing vessel had probably rendered it difficult for himself to pursue the path of duty in this case, by a double violation of the law of nations, as against the sovereignty of Spain—first, by following his intended prize out of the harbor of Havana for the purpose of capturing her; and secondly, by actually making the capture within neutral waters. But one wrong can form no justification or excuse for another.

III. The refusal of damages, according to all the apparent probabilities of the case, imposes severe hardships and loss, which he is ill able to bear, upon the claimant of the vessel as well as upon the owners of the cargo.

1. The circumstance of his being the owner, navigating his own vessel, of small capacity, adapted to the humble employment of a tow-boat, indicates that Captain Pearce is not a man of large means.

2. The case discloses that he has a family dependent upon him for support, residing in Havana.

3. He has been now already, during nearly three years, deprived of his property and means of support by this seizure, and by the (it is submitted) not very well grounded appeal of the captors; for certainly they cannot be absolved from

all responsibility for the further pursuit of the matter after acquittal in the court below.

4. The evidence discloses heavy damages—loss of $3,000 freight—wanton destruction of cargo by the captors—the probable total ruin of the vessel by decay and want of proper care during the three years of her detention, or the substantial sacrifice of the value of the vessel and cargo upon forced sales at such a port as Key West; the owner and master of the vessel being a prisoner, without the opportunity of communication with friends, and the owners of the cargo probably otherwise unrepresented at the time.

See the Ostsee, 9 *Moore's Privy Council Rep.* 150, and cases cited.
The Lively, 1 *Gallison*, 315.

JERE. LAROCQUE,
*Of Counsel for Claimants.*

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# Supreme Court of the United States.

THE STEAMSHIP VICTOR AND CARGO, JOHN J. PEARCE AND OTHERS, Claimants and Appellants,

*vs.*

THE UNITED STATES.

No. 212.

*Brief for Claimants on Attorney-General's motion to dismiss appeal.*

FIRST.—The United States having appealed from the sentence or decree of the court below, and the case being one in prize, no cross appeal was in fact necessary on the part of the claimants to bring up the question of probable cause for the capture, and of their right to damages on the restoration of the vessel and cargo. The decree of the court below was suspended by that appeal, and the cause comes before this court for trial, *de novo*, as an original cause, and such sentence or decree is now to be pronounced, as the court below ought to have pronounced.

Act of March 3, 1803, sec. 2; 2 *Stat.* 244.
Yeaton *vs.* United States, 5 *Cranch*, 281; 2 *Cond.* 256.
Penhallow *vs.* Doane's Adm'r, 3 *Dall.* 87, 119; 1 *Cond.* 21.

SECOND.—This was, in fact, settled by the denial of the motion already made by the Attorney-General for leave to dismiss the appeal taken by the United States.

THIRD.—This cause comes up from the District Court of the United States for the Southern District of Florida, sitting at Key West. That court was established by act of February 23, 1847, (9 *Stat.* 131.) That act expressly provides, that "it shall in all things have and exercise the jurisdiction

"and powers of a District *and Circuit Court* of the United "States, within the district aforesaid; and appeals may be "allowed and writs of error sued out *and made returnable* "*in the Supreme Court, in the same manner and under the* "*same rules and regulations as appeals and writs of error* "*are allowed and sued out from and to a Circuit Court.*" (Sec. 1.)

FOURTH.—The 7th section of the act of March 3, 1863, (12 *Stat.* 760,) has, therefore, no application to appeals in prize from that court. They may still be taken within five years after sentence pronounced. The act of 1863 limits the time for taking such appeals only as it authorizes. The appeal to this court, in this case, is not given by, and does not depend on that act.

Act of 24th Sept., 1789; 1 *Stat.* 83, secs. 21, 22.
Act of March 3, 1803; 2 *Stat.* 244, sec. 2.
The San Pedro, 2 *Wheaton*, 132; 4 *Cond.* 61.
Reilly *vs.* Lamar, 2 *Cranch*, 344; 1 *Cond.* 495.

FIFTH.—No formal order of allowance of the appeal was necessary to be made by the court below. It was duly prayed for. It was a matter of right. Its allowance, in fact, is shown by the return made to it under the seal of that court.

*Benedict's Admiralty*, sec. 602.
Judiciary Act, secs. 21, 22; 1 *Stat.* 83, 84.
Act of 3d March, 1803, sec. 2; 2 *Stat.* 244.

SIXTH.—The whole question of regularity of the appeal and of notice to the United States was, in fact, involved in the motion made by the appellant's counsel for leave to argue this appeal in connection with that of the United States, which the Attorney-General appeared and opposed, and in the order made by the court granting that motion; and also in the subsequent motion to assign a day for the hearing of the two causes, and in the order made thereon. Upon the first motion the absence of a citation from the record was noticed by one of the learned judges, the answer made by the appellant's counsel that it was of no consequence as the Attorney-General had appeared, and that, accordingly, acquiesced in. It is, therefore, now too late to raise these objections.

SEVENTH.—The object of a citation is to give notice. This court has already thought itself at liberty to dispense with it, even in the case of private parties, when the appeal was

prayed during the term in which the decree was pronounced. Equally valid reason exists for dispensing with it in this case. Here, the appellees are the United States, represented by the Attorney-General, who is presumed to be always in court; who is prosecuting an appeal on behalf of the United States, in this very case, from the same decree; and who has appeared to the appeal now moved to be dismissed. The presumption, therefore, would be, if a citation were of any importance under the circumstances of this case, which it is not, that one was duly served, although the record does not show it; and no proof is offered that it was not.

Buckingham *vs.* McLean, 13 *Howard*, 150; 19 *Cond.* 440.
Farrar *vs.* United States, 3 *Peters*, 459; 8 *Cond.* 488.
Reilly *vs.* Lamar, 2 *Cranch*, 344; 1 *Cond.* 495.
The San Pedro, 2 *Wheaton*, 132; 4 *Cond.* 61.

EIGHTH.—The motion to dismiss the appeal should therefore be denied.

J. LAROCQUE,
*Of Counsel for Appellants.*